

SAUQUOIT VALLEY CENTRAL SCHOOL
Sauquoit, NY 13456

Tuesday, April 16, 2024

**6:00 p.m. – Budget Review & Regular Meeting
High School Library**

The meeting will be held in-person in the high school library.

PUBLIC AGENDA

- ITEM #1 Call Meeting to Order
- ITEM #2 Pledge of Allegiance
- ITEM #3 Presentation(s)
 - None Scheduled
- ITEM #4 Board of Education Sub-Committee Reports
 - A. Board Operations/Relationships/Development
 - B. Facilities and Transportation
 - C. Technology
 - D. Extra-Curricular Activities
 - E. Curriculum and Instruction
 - F. School Boards Institute (SBI)
 - G. Audit/Finance Committee
 - 1. Revenue Status Report
 - 2. Appropriation Status Report
 - H. Policy Committee
- ITEM #5 Superintendent's Report
- ITEM #6 Old Business
- ITEM #7 New Business
 - 7.1 Approval of Retirement

Recommended Motion: to accept the retirement of Mary Kuhn,
Teacher Assistant effective June 27, 2024.

7.2 Approval of Substitute Teacher

Recommended Motion: to appoint Mary Kuhn as a per diem substitute teacher effective September 1, 2024.

7.3 Approval of Substitute Teacher Aide

Recommended Motion: to approve Tracy Foster as a substitute teacher aide, effective April 17, 2024.

7.4 Resignation of Laborer

Recommended Motion: to approve Anthony Robertelli's resignation as laborer effective April 17, 2024.

7.5 Resignation of Laborer

Recommended Motion: to approve Steven Stressel's resignation as laborer effective April 17, 2024.

7.6 Resignation of Laborer

Recommended Motion: to approve Matthew Larkin's resignation as laborer effective April 17, 2024

7.7 Appointment of a Custodian

Recommended Motion: RESOLVED, that the Board of Education of the Sauquoit Valley Central School District, pursuant to all applicable Civil Service rules and regulations, upon the recommendation of the Superintendent of Schools, does hereby appoint Anthony Robertelli to the position of custodian effective April 17, 2024 for a probationary period of 26 weeks to commence on April 17, 2024 and to expire on October 16, 2024.

7.8 Appointment of a Custodian

Recommended Motion: RESOLVED, that the Board of Education of the Sauquoit Valley Central School District, pursuant to all applicable Civil Service rules and regulations, upon the recommendation of the Superintendent of Schools, does hereby appoint Steven Stressel to the position of custodian effective April 17, 2024 for a probationary period of 26 weeks to commence on April 17, 2024 and to expire on October 16, 2024.

7.9 Appointment of a Custodian

Recommended Motion: RESOLVED, that the Board of Education of the Sauquoit Valley Central School District, pursuant to all applicable Civil Service rules and regulations, upon the recommendation of the Superintendent of Schools, does hereby appoint Matthew Larkin to the position of custodian effective April 17, 2024 for a probationary period of 26 weeks to commence on April 17, 2024 and to expire on October 16, 2024.

7.10 Resignation of Bus Driver

Recommended Motion: to approve Jennifer Goritski's resignation as bus driver, effective May 30, 2024.

7.11 Resignation of Teacher

Recommended Motion: to approve Laura Tartaglia's resignation as teacher, effective May 29, 2024.

7.12 BOCES Administrative Budget

Recommended Motion: for approval of the BOCES Administrative Budget.

WHEREAS, the BOCES tentative administration budget is adopted by public resolution; and

WHEREAS, copies of the tentative administration, capital and program budgets were received on March 18, 2024 and an information meeting was presented at Oneida BOCES on April 3, 2024.

NOW THEREFORE BE IT RESOLVED, that the Board of Education **APPROVES** the tentative administration budget of the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, in the amount of \$4,293,680.36 for 2024-2025.

7.13 Approval of Agreement (School Special Patrol Officer Initiative)

Recommended Motion: to approve the agreement between the County of Oneida by and through the Oneida County Sheriff's Office and the Sauquoit Valley Central School District for the School Special Patrol Officer Initiative effective September 1, 2023 to August 31, 2024.

7.14 Extra-Classroom Activity Report

Recommended Motion: that the quarterly (Jan. – Mar. 2024) extra-classroom activity report be approved as presented.

7.15 Treasurer’s Reports of Balances (March 31, 2024)

Recommended Motion: that the Treasurer’s Reports of Balances for March 31, 2024 be approved as presented.

7.16 Approval of Minutes of the April 2, 2024 Meeting

Recommended Motion: that the minutes of the April 2, 2024 meeting be approved.

7.17 Resolution Authorizing Payment of Bills Approved by the Claims Auditor

Recommended Motion: that authorization be given regarding the payment of bills approved by the claims auditor.

7.18 Committee on Special Education and Committee on Pre-School Special Education Recommendations

Recommended Motion: that the Board of Education upon completion of its review of the IEP in accordance with Section 200.4(d)(2) of the Regulations of the Commissioner agrees to arrange for appropriate special education programs and services for students numbered 1401861, 1401713, 1401312, 1400334, 1401063, 1401250, 1400904, 1401797, 1401902, and 1401792 as recommended by the Committee on Special Education and by the Committee on Pre-School Special Education.

Motion to approve 7.1 - 7.18
made by _____, seconded by _____.
Carried: Ayes _____, Nays _____.

ITEM #8 Adopt 2024-2025 Budget

Recommended Motion: to put before the voters on May 21, 2024 the budget for the Sauquoit Valley Central School District for the fiscal year commencing July 1, 2024 and ending June 30, 2025 as presented by the Board of Education in the amount of \$26,602,037 and the necessary real property taxes required shall be raised by a tax on the taxable property in said district to be levied and collected as required by law.

Motion made by _____, seconded by _____.
Carried: Ayes _____, Nays _____.

ITEM #9 Property Tax Report Card

Recommended Motion: WHEREAS, Education Law Section 1608(7) requires that each year the Board of Education prepare and approve a property tax report card;

BE IT RESOLVED, that the Board of Education adopts the following property tax report card as presented to the Board by the District Treasurer.

2024-25 Property Tax Report Card			
Sauquoit Valley Central School			
Contact Person:	Charles Cowen		
Telephone Number	(315) 839-6313		
	Budgeted 2023-24 (A)	Proposed Budget 2024-25 (B)	Percentage Change (C)
Total Budgeted Amount, not including Separate Propositions	24,938,398	26,602,037	6.67%
A. Proposed Tax Levy to Support the Total Budgeted Amount ¹	8,608,585	9,082,057	
B. Tax Levy to Support Library Debt, if Applicable	0	0	
C. Tax Levy for Non-Excludable Propositions, if Applicable ²	0	0	
D. Total Tax Cap Reserve Amount Used to Reduce Current Year Levy, if Applicable	0	0	
E. Total Proposed School Year Tax Levy (A+B+C+D)	8,608,585	9,082,057	5.50%
F. Permissible Exclusions to the School Tax Levy Limit	307,876	333,518	
G. School Tax Levy Limit, <u>Excluding</u> Levy for Permissible Exclusions ³	8,300,709	8,474,626	
H. Total Proposed School Year Tax Levy, <u>Excluding</u> Levy to Support Library Debt and/or Permissible Exclusions (E-B-F)	8,300,709	8,748,539	
I. Difference: (G-H); (Negative Value Requires 60.0% Voter Approval) ²	0	-273,913	
Public School Enrollment	940	945	0.53%
Consumer Price Index			4.12%

¹Include any prior year reserve for excess tax levy, including interest.

²Tax levy associated with educational or transportation services propositions are not eligible for exclusion under the school tax levy limit and may affect voter approval requirements.

³For 2024-25, includes any carryover from 2023-24 and excludes any tax levy for library debt or prior year reserve for excess tax levy, including interest.

	Actual 2023-24 (D)	Estimated 2024-25 (E)
Adjusted Restricted Fund Balance	865,462	1,000,000
Assigned Appropriated Fund Balance	949,826	1,077,080
Adjusted Unrestricted Fund Balance	1,322,078	1,075,000
Adjusted Unrestricted Fund Balance as a Percent of the Total Budget	5.30%	4.04%

Reserve Name	Reserve Description	3/31/2024 Actual Balance	6/30/24 Estimated Ending Balance	Intended Use of the Reserve in the 2024-25 School Year
Unemployment Insurance	To pay the cost of reimbursement to the State Unemployment Insurance Fund.	4,860	5,000	0
ERS Contribution	To fund employer retirement contributions to the State and Local Employees' Retirement System	608,182	625,000	150,000
TRS Contribution	To fund employer retirement contributions to the NYS Teachers' Retirement System	252,420	260,000	100,000

<p>Motion made by _____, seconded by _____.</p> <p>Carried: Ayes _____, Nays _____.</p>

ITEM #10 Approval of SEQRA Resolution – 2024/25 Capital Outlay Project

Recommended Motion:

WHEREAS, the Board of Education of the Sauquoit Valley Central School District (the “Board”) has considered the effect upon the environment of the proposed 2024-2025 Capital Outlay Project work, including but not limited to the following:

Replacing interior and exterior doors in the Sauquoit Valley Elementary School.

WHEREAS, the Board has reviewed the scope of the project and has further received and considered the advice of its architects with respect to the potential for environmental impacts resulting from the proposed action; and

WHEREAS, the Board has reviewed the Proposed Action with respect to the Type II criteria set forth in 6 NYCRR Part 617.5(c), now therefore;

BE IT RESOLVED, by the Board of Education as follows:

1. The Proposed Action does not exceed thresholds established under 6 NYCRR Part 617, the State Environmental Quality Review Act, (SEQRA).
2. The Board hereby determines the Proposed Action as a Type II action in accordance with the SEQRA regulations.
3. No further review of the Proposed Action is required under SEQRA.
4. This resolution shall be effective immediately.

Carried: Ayes _____, Nays _____.

ITEM #11 Miscellaneous Topics

ITEM #12 Public to be Heard

ITEM #13 Executive Session

Recommended Motion: that the Board of Education go into executive session at _____ p.m. to discuss _____.

Motion made by _____, seconded by _____.

Carried: Ayes _____, Nays _____.

The executive session was declared over by the Board President at ___ p.m.

ITEM #14 Adjournment

Recommended Motion: that the meeting be adjourned. The meeting was adjourned at _____ p.m.

Motion made by _____, seconded by _____.

Carried: Ayes _____, Nays _____

UPCOMING EVENTS/MEETINGS			
DAY(S)	DATE(S)	TIME(S)	EVENT
Wed.	April 17		OCMEA Auditions (Oriskany)
Thurs.	April 18	7:00 p.m.	SVFAB MS Café
	April 22-26		Spring Recess – No School
Wed.	May 1	6:00 p.m.	PTO ES Library
Wed.	April 27	7:00 p.m.	MS NJHS Induction Ceremony, HS Auditorium
Thurs.	May 2	2:15 p.m.	MS Spring Sports Photography
Mon.	May 6	7:00 p.m.	SV Foundation Meeting HS Conf. Rm.
Tues. & Wed.	May 7-8		NYS Math Exams Grades 3-4
Wed.	May 8		AP English Literature & Composition Exam
Fri.	May 10		AP European History Exam & AP US History Exam
Fri. & Sat.	May 10 & May 11		NYSSMA Solo & Ensemble Festival I-VI(AS), Mexico
Mon.	May 13		AP Calculus
Mon.	May 13		NYS ESLAT Listening, Reading, Writing Begins (Date to be selected 5/13 -5/24)
Tues.	May 14		AP English Language Exam
Tues.	May 14	6:00 p.m.	Board of Education Budget Hearing & Board Meeting – HS Library

Sauquoit Valley Central School District – Personnel Report School year 2023-2024
 Board of Education Meeting: 4/16/2024

NAME	TENURE AREA/ CIVIL SRV. TITLE	ASSIGNMENT	CERTIFICATION	SALARY/RATE OF PAY	EFFECTIVE DATE	END OF PROBATIONARY APPT.
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The commencement dates of the appointments are "subject to the employees' obtaining all necessary clearances from the State Education Dept."

I. Appointment

Mary Kuhn		Substitute Teacher		\$110/day	Sept. 1, 2024	
Tracy Foster		Substitute Teacher Aide		\$15/hr.	April 17, 2024	
Anthony Robertelli		Custodian		.88 cents more	April 17, 2024	
Steven Stressel		Custodian		.88 cents more	April 17, 2024	
Matthew Larkin		Custodian		.88 cents more	April 17, 2024	

II. Leave

Mary Kuhn		Teacher Assistant			June 27, 2024	Retire
Anthony Robertelli		Laborer			April 17, 2024	New title
Steven Stressel		Laborer			April 17, 2024	New title
Matthew Larkin		Laborer			April 17, 2024	New Title
Jennifer Goritski		Bus Driver			May 30, 2024	
Laura Tartaglia		Teacher			May 29, 2024	

III. Coaches

Teacher Key: "C" Certification Listed or "N" Uncertified

Teacher Assistant Key: "C" Certified Teacher Assistant, "CTA I" Certified Teaching Assistant Level I, "CTA II" Certified Teaching Assistant Level II, "CTA III" Certified Teaching Assistant Level III, "TAP" Pre-Professional

Coaches: "CPE" Certified Physical Education Teacher, "C" Certified Teacher, "TCL" Temporary Coaching License, "PCL" Professional Coaching License

SCHOOL DISTRICT SPECIAL PATROL OFFICER AGREEMENT

This School District Special Patrol Office Agreement (“Agreement”), effective September 1, 2023, is by and between the County of Oneida, a New York municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York 13501 (“County”), through the Oneida County Sheriff’s Office, with offices located at 6065 Judd Road, Oriskany, New York 13424 (“OCSO”) and Sauquoit Valley Central School District, a political subdivision of the State of New York with its principal offices located at 2601 Oneida Street, Sauquoit, New York 13456 (“District”). The County and the District are each a “Party” and together, the “Parties.”

WITNESSETH

WHEREAS, the District has a need for an intensive and coordinated approach to creating a safe and secure setting for the educational process to occur; and

WHEREAS, the District desires to engage the services of Special Patrol Officers (“SPOs”) as defined in NYS General Municipal Law (“GML”) §209-v, to provide a uniformed presence in the designated schools to promote a greater sense of safety and security within the school environment; and

WHEREAS, the OCSO is desirous of providing personnel to the District's Special Patrol Officer Initiative to be utilized as SPOs at the times and places hereinafter indicated; and

WHEREAS, the County, through the OCSO, and the District agree that the Parties’ goals are the following:

1. To establish a staff of SPOs to perform the duties of a County SPO which is detailed in the attached Exhibit A - Job Specification of Special Patrol Officer and made a part hereof;
2. To increase the physical law enforcement presence within the District facilities;
3. To decrease the number of incidents involving outside police intervention at the District facilities;
4. To increase a sense of safety and order within the school setting; and
5. To ensure that the facilities’ safety and security measures in place are being followed by students, staff, parents, and other visitors within the District; and

WHEREAS, the County, through the OCSO, and the District desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by said SPOs in the District

NOW THEREFORE, in exchange for the consideration hereinafter stated, the County and the District agree as follows:

1. Assignment of SPOs. The OCSO shall provide one (1) full time equivalent (“FTE”) SPO to District schools, during the scheduled times which shall be established by mutual

agreement between the OCSO and the District. The OCSO will use a rotating staff of one (1) FTE SPO based off the availability of each SPO. The District will receive a maximum of 40 hours of service from the SPOs, collectively, per week, each day that school is in session during the term of this Agreement as designated by the District (as defined below in Section 2.) The OCSO will provide substitute coverage when the designated SPOs are absent. The SPOs will wear uniforms issued by the OCSO, including a firearm and all other equipment authorized and issued by the OCSO, when acting in the capacity of an SPO at the District.

2. Term of Agreement. The Term of this Agreement begins on September 1, 2023 and expires on August 31, 2024, without notice, unless terminated earlier as provided in this Agreement (the “Term.”)
3. Compensation.
 - a. Basic Payment. The County will pay the SPO’s an hourly rate of \$26.50 per hour and employment benefits in accordance with the applicable salary schedules or allocations, rules, policies and employment practices of the County.
 - b. For each hour of SPO time, the District will pay the County the hourly rate of \$26.50 plus fringe benefits, exclusive of health insurance costs, for a total of \$29.34 per hour.
 - i. In the event that the County becomes responsible for payment of overtime wages for any SPO assigned to the District pursuant to the Fair Labor Standards Act, the District shall be responsible to pay the County the increased hourly rate associated with such overtime hours.
 - c. For the sake of clarity, the District shall be responsible for one hundred percent (100%) of the costs of the SPOs assigned to it during the Term of this Agreement, to include payroll taxes and all other associated costs, such as, but not limited to, workers’ compensation, disability, and unemployment insurance. The District also agrees to pay the County for one hundred percent (100%) of hours spent by the SPOs undergoing mandatory training to maintain eligibility as SPOs, and shall pay the County for SPO uniform costs.
 - d. The County shall provide the District with notice of any new rates of pay and/or fringe benefits within ten (10) days of a change in such rates. The new pay rates shall become effective upon the date specified by the County. The estimated pay rates for compensation under this Agreement shall be adjusted, and the actual pay rates reconciled with payments made as of effective date of the pay rate change, and the Parties acknowledge that any future action by the County changing the rate of pay and/or fringe benefits could include retroactive increases to rates for which the District will be responsible, and that the same may be enacted after the expiration of this Agreement. In the event that such reconciliation results in a credit to the District, it shall be applied to offset subsequent payments due, and if such adjustment results in an amount due to the County, it shall be included in the next

payment or paid within thirty (30) days of receipt of a demand by the County with itemized billing if the increase is enacted after the expiration of this Agreement.

- e. Incidental and Unrelated Costs. Incidental costs, such as ongoing training costs, shall be covered by the District.
 - f. Additional Hours. Should the District, upon request of the principal or designee, wish to have any SPO present at times over and above the regular school day hours agreed upon by the Parties, the District will be billed based on the applicable hourly rate at the time, including any overtime costs and any associated fringe benefits. The District shall be responsible for one hundred percent (100%) of this additional cost, and will be billed by the OCSO accordingly. The District must schedule these additional hours with the OCSO designated supervisor as soon as the District is aware of a need for these additional hours.
 - i. The County retains the right, in its sole discretion, to refuse the District's request for additional hours.
 - g. Travel Costs. In the event the SPOs incur travel costs between District facilities during the school day, the District shall reimburse the OCSO at the IRS standard mileage rate at the time of travel upon receipt of an invoice. Travel costs shall be paid in accordance with (h) below.
 - h. Billing and Payment. The OCSO shall submit an invoice for payment of all sums due by the District pursuant to this Agreement to the District on a monthly basis, to correspond with the schedule under which employees of the OCSO submit proof of their hours worked to the OCSO. The District shall reimburse the sum due in each invoice to the County within seven (7) days of receipt.
4. Supervision of the SPOs. The OCSO agrees to have a designated supervisor from OCSO responsible for supervising SPOs to facilitate scheduling, cover absences, and/or supply support as needed by the District on site at the designated District campuses each day that school is in session during the Term of this Agreement. The designated supervisor shall coordinate his or her activities at the District with the principal or designee. The designated supervisor will be designated by the OCSO to act in such capacity, and will be under the supervision of a Deputy Sheriff Patrol – Lieutenant.
5. Duties of the SPOs. The SPOs' duties shall be as follows:
- a. Provide security within the District facility that the SPO is assigned to in accordance with GML § 209-v.
 - b. Protect school property and maintain order in the school site.
 - c. Report violations of law.
 - d. Enforce New York State laws, rules and regulations which are relevant to the performance of the SPO's duties, as set forth in Exhibit A.

- e. Act as liaison with police and fire officials.
- f. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, breach of security, or damage or loss of property.
- g. Report for duty in a timely manner. In the event an SPO is absent from work, the SPO shall notify the designated supervisor. The OCSO shall then provide the District with a replacement SPO to the extent that the OCSO has adequate staffing to do so in the County's sole discretion. The OCSO shall notify the principal or designee of that school of the replacement SPO, if any.
- h. The SPOs shall comply with all State and Federal laws as well as all of the lawful rules, regulations, policies, and procedures related to investigations, interviews, and search and arrests procedures of the OCSO.
- i. The SPOS are prohibited from detaining or questioning students about their immigration status.
- j. The SPOs shall not take any action that would be considered student discipline. The SPO role is To protect the property and persons on the District premises. Removing, escorting and monitoring students to and from one location to another is not considered "student discipline."
- k. The SPOs shall meet all of the obligations above without discriminating on the basis of race, color, sex, gender identity, orientation, ethnicity, national origin, or membership of any other protected class.

6. Additional Responsibilities of the OCSO.

- a. The OCSO, in its sole discretion, shall have the power and authority to hire, discharge, and discipline all SPOs. It is understood by the Parties that the OCSO will retain tactical control of all of the SPOs. The OCSO will provide SPOs who meet the requirements as prescribed in GML § 209-v.
- b. OCSO will use best efforts to provide SPOs to appropriately cover the District's facilities in accordance with a schedule agreed to by the OCSO and the District.
- c. OCSO will ensure the SPOs submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent in the District.
- d. OCSO will cooperate with the District to implement the SPO program with the least possible disruption to the educational process.

7. Additional Responsibilities of the District.

- a. Implement this Agreement in accordance with the guidelines established herein by the Parties.

- b. Designate an employee as the school representative, through which day-to-day business contact will be conducted with the SPOs.
- c. Provide the SPOs with full access to school facilities and personnel.
- d. Ensure that school personnel, school board members, students, and parents are informed of the duties and presence of the SPOs on campus.
- e. Evaluate the program and administer an annual assessment of the program.
- f. Make recommendations to the designated supervisor and program adjustments as appropriate.
- g. Reporting of Crimes: If District personnel uncover evidence that a crime may have been committed, as defined in applicable statutes, a school official shall notify the SPOs. The District shall be responsible for dialing 911.
- h. District shall possess and maintain internal and external locking mechanisms for all doors that shall be checked regularly by the District.
- i. District shall ensure all windows, doorways and locks are kept clear and secure.
- j. District shall provide SPOs with a master key to all doors, as well as a map of the campus and surrounding property.
- k. District shall be responsible for providing and maintaining security equipment to monitor the District campus including but not limited to: internal and external entry ways and exits.

8. Confidentiality and Disclosure of Records.

- a. Confidentiality. The County, OCSO, and the District agree that any personally identifiable information or information that may be considered sensitive or confidential and subject to provisions of Federal and New York State law and will be used only for the purposes outlined in this Agreement.
- b. Records Disclosure. The County, OCSO, and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act, New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time.
- c. HIV-Related Information.
 - i. Non Discrimination. The County, OCSO, and the assigned SPOs and any substitute SPOs shall not discriminate or refuse assistance to individuals with AIDS or HIV infection. It is agreed that the Sheriff, and any member of his staff with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title

18 NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.

- ii. Re-disclosure. The following written statement must be included when disclosing any confidential HIV-related information:

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure. "

- d. Child Abuse, Neglect, and Maltreatment. The OCSO shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- e. The Parties agree that all records must be maintained no less than the minimum period of time as set forth in the LGS-1 Records Retention & Disposition Schedule, as adopted by the District, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. This subdivision shall survive termination of this Agreement.

9. Requirements of New York State Education Law Section 2-d.

- a. The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as "PII,") as defined by Education Law Section 2-d (1), (d) and (j). Accordingly, it is anticipated that this Agreement will involve disclosure of such data to the SPOs. The exclusive purpose for which the referenced PII will be used is the delivery of SPO services provided under this Agreement.
- b. If PII is disclosed to the SPOs and/or substitute SPOs by the District for purposes of the SPOs providing services to the District, the SPOs and County must additionally comply with the following express requirements of New York State Education Law Section 2-d(5), (e) &(f) (Chapter 56, Subpart L of the Laws of 2014,) as well as any implementing regulations and/or any data privacy policy adopted by the District:
 - i. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - ii. Not use the education records for any other purposes than those explicitly authorized in this Agreement;

- iii. Except for authorized representatives of the third-party contractor, necessary law enforcement and/or the District Attorney, to the extent they are carrying out the Agreement, not disclose any PII to any other person:
 - 1. Without prior written consent of the parent or eligible student; or
 - 2. Unless required by statute or court order and the party provides a notice of the disclosure to the County, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- iv. Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody; and
- c. In accordance with Education Law §2-d (3), the Parents Bill of Rights and the attachment to the Parents' Bill of Rights are annexed to this Agreement as Addenda A-1 and A-2, respectively, the terms of which are incorporated herein by reference.

10. Resolution of Disputes/Termination.

- a. In case of deficiencies of service or other SPO programmatic issues, the District will first develop an Action Plan in concert with the OCSO to address the issues. In that event that the issues cannot be resolved through the Action Plan, the District may terminate this Agreement with a thirty (30) day notice to the County.
- b. If programmatic issues occur that cause the OCSO to determine that termination of this Agreement is appropriate, the OCSO must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issues. In the event that the issues cannot be resolved through these steps, the OCSO reserves the right to terminate this Agreement upon thirty (30) days written notice.
- c. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the OCSO be responsible for further performance of any duties on behalf of the District for any actual or consequential damages as a result of termination.
- d. In the event that there are changes to the law that affect the County's ability to assign SPOs to a school district, this Agreement shall immediately terminate on its own. In such event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event

will the OCSO be responsible for further performance of any duties on behalf of the District for any actual or consequential damages as a result of termination.

- e. The District and the OCSO agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address for reasons other than those described in (a)-(d) above.
 - f. If this Agreement is terminated for any reason, the District will be provided with the necessary documents, notes, memoranda and reports (if any) with respect to the SPOs' services up to the effective termination date of this Agreement. The necessary documents, notes, memoranda and reports will be mutually agreed upon between the Parties before the disclosure of the documents, notes, memoranda and reports.
 - g. The Parties shall use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under this Agreement shall be by a New York State Court of competent jurisdiction located within Oneida County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the OCSO must proceed diligently with contract performance and the District must proceed diligently with payment therefor. Each Party waives any dispute or claim not made in writing and received by the other Party within sixty (60) days of the discovery of the claim, or within sixty (60) days of when such claim should have reasonably been discovered. Any claims for monetary damages must be in writing, for a sum certain, and must be fully supported by all cost and pricing information.
11. Independent Contractors. It is expressly understood and agreed that the legal status of the County, OCSO, and their officers and employees, vis-a-vis the District under this Agreement, is that of an independent contractor, and in no manner shall the County, OSCO, or SPOs be deemed employees of the District. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the SPOs, as its employees, would otherwise be entitled by law, and all necessary insurances for its employees, including workers' compensation, unemployment insurance, and health insurance where applicable, and to provide the District with certification of such insurance upon request. The County remains responsible for all applicable Federal, State, and Local taxes, and all FICA contributions, subject to reimbursement for the same by the District pursuant to Section 3 hereinabove.
12. Indemnification & Insurance.
- a. The District agrees to indemnify, save, and hold harmless the County, OSCO, and their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind of nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the District, its agents, servants,

employees, or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.

- b. The County agrees to indemnify, save, and hold harmless the District, its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind of nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the County and/or the OCSO and its SPOs in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.
 - c. The District agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance or self-insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons.
13. No Special Duty. Nothing in this Agreement shall create a special duty to the District or to any third party, including, but not limited to, employees and students of the District. The County and OCSO cannot promise or guarantee crime prevention, safety, or security.
14. Suspension of Work.
- a. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interests of the District. In the event of such suspension, the OCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, and uncontrollable event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the OCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.
 - i. In the event of a suspension and subsequent authorization to resume work, the County shall have up to thirty (30) days to secure adequate staffing to resume work, or notify the District that it is unable to do so and terminate this Agreement.
 - b. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.
15. Notices. All notices to the County should be sent to:

Oneida County- Law Department
800 Park Avenue
Utica, New York 13501

With a copy sent to OCSO at:

Oneida County Sheriff's Office
6065 Judd Road
Oriskany, New York 13424

All notices to the District should be sent to:

Sauquoit Valley Central School District
2601 Oneida Street
Sauquoit, New York 13456

16. Advice of Counsel. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all the terms and provisions of this Agreement.
17. Assignment. Neither Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of all Parties.
18. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The Parties agree that any legal action shall be filed by a New York State Court of competent jurisdiction located within Oneida County, New York.
19. Severability. In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.
20. Entire Agreement. The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement shall require the written consent of all Parties. By signing below, the Parties agree and acknowledge that they have read, understood, and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addenda A-1 (Parents Bill of Rights), Addenda A-2 (Model Notification of Rights under FERPA for Elementary and Secondary Schools), Exhibit A (Job Specification of Special Patrol Officer), and Exhibit B (Standard Oneida County Conditions). This Agreement shall be binding upon both Parties when fully signed and executed and upon approval of the appropriate governing bodies.

IN WITNESS WHEREOF, the County and the District have caused this Agreement to be executed.

For Oneida County

Anthony J. Picente, Jr.
County Executive

Date

For Sauquoit Valley Central School District

Anthony Nicotera
President, Board of Education

Date

Approved

Christopher J. Kalil
Assistant County Attorney

ADDENDA A-1

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

To satisfy their responsibilities regarding the provision of education to students in prekindergarten through grade twelve, “educational agencies” (as defined below) in the State of New York collect and maintain certain personally identifiable information from the education records of their students. As part of the Common Core Implementation Reform Act, Education Law §2-d requires that each educational agency in the State of New York must develop a Parents’ Bill of Rights for Data Privacy and Security (Parents’ Bill of Rights). The Parents’ Bill of Rights must be published on the website of each educational agency, and must be included with every contract the educational agency enters into with a “third party contractor” (as defined below) where the third party contractor receives student data, or certain protected teacher/principal data related to Annual Professional Performance Reviews that is designated as confidential pursuant to Education Law §3012-c (“APPR data”).

The purpose of the Parents’ Bill of Rights is to inform parents (which also include legal guardians or persons in parental relation to a student, but generally not the parents of a student who is age eighteen or over) of the legal requirements regarding privacy, security and use of student data. In addition to the federal Family Educational Rights and Privacy Act (FERPA), Education Law §2-d provides important new protections for student data, and new remedies for breaches of the responsibility to maintain the security and confidentiality of such data.

A. What are the essential parents’ rights under the Family Educational Rights and Privacy Act (FERPA) relating to personally identifiable information in their child’s student records?

The rights of parents under FERPA are summarized in the Model Notification of Rights prepared by the United States Department of Education for use by schools in providing annual notification of rights to parents. It can be accessed at <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/lea-officials.html>, and a copy is attached to this Parents’ Bill of Rights. Complete student records are maintained by schools and school districts, and not at the New York State Education Department (NYSED). Further, NYSED would need to establish and implement a means to verify a parent’s identity and right of access to records before processing a request for records to the school or school district. Therefore, requests to access student records will be most efficiently managed at the school or school district level.

Parents’ rights under FERPA include:

1. The right to inspect and review the student's education records within 45 days after the day the school or school district receives a request for access.
2. The right to request amendment of the student’s education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA. Complete student records are maintained by schools and school districts and not at NYSED, which is the secondary repository of

data, and NYSED make amendments to school or school district records. Schools and school districts are in the best position to make corrections to students' education records.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent (including but not limited to disclosure under specified conditions to: (i) school officials within the school or school district with legitimate educational interests; (ii) officials of another school for purposes of enrollment or transfer; (iii) third party contractors providing services to, or performing functions for an educational agency; (iv) authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as NYSED; (iv) (v) organizations conducting studies for or on behalf of educational agencies) and (vi) the public where the school or school district has designated certain student data as "directory information" (described below). The attached FERPA Model Notification of Rights more fully describes the exceptions to the consent requirement under FERPA).
4. Where a school or school district has a policy of releasing "directory information" from student records, the parent has a right to refuse to let the school or school district designate any all of such information as directory information. Directory information, as defined in federal regulations, includes: the student's name, address, telephone number, email address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received and the most recent educational agency or institution attended. Where disclosure without consent is otherwise authorized under FERPA, however, a parent's refusal to permit disclosure of directory information does not prevent disclosure pursuant to such separate authorization.
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA.

B. What are parents' rights under the Personal Privacy Protection Law (PPPL), Article 6-A of the Public Officers Law relating to records held by State agencies?

The PPPL (Public Officers Law §§91-99) applies to all records of State agencies and is not specific to student records or to parents. It does not apply to school districts or other local educational agencies. It imposes duties on State agencies to have procedures in place to protect from disclosure of "personal information," defined as information which because of a name, number, symbol, mark or other identifier, can be used to identify a "data subject" (in this case the student or the student's parent). Like FERPA, the PPPL confers a right on the data subject (student or the student's parent) to access to State agency records relating to them and requires State agencies to have procedures for correction or amendment of records.

A more detailed description of the PPPL is available from the Committee on Open Government of the New York Department of State. Guidance on what you should know about the PPPL can be accessed at <http://www.dos.ny.gov/coog/shldno1.html>. The Committee on Open Government's address is Committee on Open Government, Department of State, One Commerce Plaza, 99 Washington Avenue, suite 650, Albany, NY 12231, their email address is coog@dos.ny.gov, and their telephone number is (518) 474-2518.

C. Parents' Rights Under Education Law §2-d relating to Unauthorized Release of Personally Identifiable Information

1. What "educational agencies" are included in the requirements of Education Law §2-d?

- The New York State Education Department ("NYSED");
- Each public school district;
- Each Board of Cooperative Educational Services or BOCES; and
- All schools that are:
 - a public elementary or secondary school;
 - a universal pre-kindergarten program authorized pursuant to Education Law §3602-e;
 - an approved provider of preschool special education services;
 - any other publicly funded pre-kindergarten program;
 - a school serving children in a special act school district as defined in Education Law 4001; or
 - certain schools for the education of students with disabilities - an approved private school, a state-supported school subject to the provisions of Education Law Article 85, or a state-operated school subject to Education Law Article 87 or 88.

2. What kind of student data is subject to the confidentiality and security requirements of Education Law §2-d?

The law applies to personally identifiable information contained in student records of an educational agency listed above. The term "student" refers to any person attending or seeking to enroll in an educational agency, and the term "personally identifiable information" ("PII") uses the definition provided in FERPA. Under FERPA, personally identifiable information or PII includes, but is not limited to:

- (a) The student's name;
- (b) The name of the student's parent or other family members;
- (c) The address of the student or student's family;
- (d) A personal identifier, such as the student's social security number, student number, or biometric record;
- (e) Other indirect identifiers, such as the student's date of birth, place of birth, and Mother's Maiden Name¹;

¹ Please note that NYSED does not collect certain information defined in FERPA, such as students' social security numbers, biometric records, mother's maiden name (unless used as the mother's legal name).

(f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or

(g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

3. What kind of student data is *not* subject to the confidentiality and security requirements of Education Law §2-d?

The confidentiality and privacy provisions of Education Law §2-d and FERPA extend only to PII, and not to student data that is not personally identifiable. Therefore, de-identified data (e.g., data regarding students that uses random identifiers), aggregated data (e.g., data reported at the school district level) or anonymized data that could not be used to identify a particular student is not considered to be PII and is not within the purview of Education Law §2-d or within the scope of this Parents' Bill of Rights.

4. What are my rights under Education Law § 2-d as a parent regarding my student's PII?

Education Law §2-d ensures that, in addition to all of the protections and rights of parents under the federal FERPA law, certain rights will also be provided under the Education Law. These rights include, but are not limited to, the following elements:

(A) A student's PII cannot be sold or released by the educational agency for any commercial or marketing purposes.

○ PII may be used for purposes of a contract that provides payment to a vendor for providing services to an educational agency as permitted by law.

○ However, sale of PII to a third party solely for commercial purposes or receipt of payment by an educational agency, or disclosure of PII that is not related to a service being provided to the educational agency, is strictly prohibited.

(B) Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by an educational agency.

○ This right of inspection is consistent with the requirements of FERPA. In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record.

○ NYSED will develop policies for annual notification by educational agencies to parents regarding the right to request student data. Such policies will specify a reasonable time for the educational agency to comply with such requests.

- The policies will also require security measures when providing student data to parents, to ensure that only authorized individuals receive such data. A parent may be asked for information or verifications reasonably necessary to ensure that he or she is in fact the student's parent and is authorized to receive such information pursuant to law.

(C) State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

Education Law §2-d also specifically provides certain limitations on the collection of data by educational agencies, including, but not limited to:

- (A) A mandate that, except as otherwise specifically authorized by law, NYSED shall only collect PII relating to an educational purpose;
- (B) NYSED may only require districts to submit PII, including data on disability status and student suspensions, where such release is required by law or otherwise authorized under FERPA and/or the New York State Personal Privacy Law; and
- (C) Except as required by law or in the case of educational enrollment data, school districts shall not report to NYSED student data regarding juvenile delinquency records, criminal records, medical and health records or student biometric information.
- (D) Parents may access a complete list of all student data elements collected by NYSED, at NYSED Student Data Elements, or may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234; and
- (E) Parents have the right to file complaints with an educational agency about possible breaches of student data by that educational agency's third party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.
 - Specifically, the Commissioner of Education, after consultation with the Chief Privacy Officer, will promulgate regulations establishing procedures for the submission of complaints from parents, classroom teachers or building principals, or other staff of an educational agency, making allegations of improper disclosure of student data and/or teacher or principal APPR data by a third party contractor or its officers, employees or assignees.
 - When appointed, the Chief Privacy Officer of NYSED will also provide a procedure within NYSED whereby parents, students, teachers,

superintendents, school board members, principals, and other persons or entities may request information pertaining to student data or teacher or principal APPR data in a timely and efficient manner.

5. Must additional elements be included in the Parents' Bill of Rights.?

Yes. For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents' Bill of Rights each contract an educational agency enters into with a third party contractor shall include the following supplemental information:

- (A) the exclusive purposes for which the student data, or teacher or principal data, will be used;
- (B) how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
- (C) when the agreement with the third party contractor expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
- (D) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
- (E) where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
 - a. In addition, the Chief Privacy Officer, with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parents' Bill of Rights to be prescribed in Regulations of the Commissioner.

6. What protections are required to be in place if an educational agency contracts with a third party contractor to provide services, and the contract requires the disclosure of PII to the third party contractor?

Education Law §2-d provides very specific protections for contracts with "third party contractors", defined as any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency. The term "third party contractor" also includes an educational partnership organization that receives student and/or teacher or principal APPR data from a school district to carry out its responsibilities pursuant to Education Law §211-e, and a not-for-profit corporation or other non-profit organization, which are not themselves covered by the definition of an "educational agency."

Services of a third party contractor covered under Education Law §2-d include, but not limited to, data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs.

When an educational agency enters into a contract with a third party contractor, under which the third party contractor will receive student data, the contract or agreement must include a data security and privacy plan that outlines how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the educational agency's policy on data security and privacy. However, the standards for an educational agency's policy on data security and privacy must be prescribed in Regulations of the Commissioner that have not yet been promulgated. A signed copy of the Parents' Bill of Rights must be included, as well as a requirement that any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access.

Each third party contractor that enters into a contract or other written agreement with an educational agency under which the third party contractor will receive student data or teacher or principal data shall:

- limit internal access to education records to those individuals that are determined to have legitimate educational interests
- not use the education records for any other purposes than those explicitly authorized in its contract;
- except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any PII to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the party provides a notice of the disclosure to NYSED, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
- use encryption technology to protect data while in motion or in its custody from unauthorized disclosure.

7. What steps can and must be taken in the event of a breach of confidentiality or security?

Upon receipt of a complaint or other information indicating that a third party contractor may have improperly disclosed student data, or teacher or principal APPR data, NYSED's Chief Privacy Officer is authorized to investigate, visit, examine and inspect the third party contractor's facilities and records and obtain documentation from, or require the testimony of, any party relating to the alleged improper disclosure of student data or teacher or principal APPR data.

Where there is a breach and unauthorized release of PII by a by a third party contractor or its assignees (e.g., a subcontractor): (i) the third party contractor must notify the educational

agency of the breach in the most expedient way possible and without unreasonable delay; (ii) the educational agency must notify the parent in the most expedient way possible and without unreasonable delay; and (iii) the third party contractor may be subject to certain penalties including, but not limited to, a monetary fine; mandatory training regarding federal and state law governing the confidentiality of student data, or teacher or principal APPR data; and preclusion from accessing any student data, or teacher or principal APPR data, from an educational agency for a fixed period up to five years.

8. Data Security and Privacy Standards

Upon appointment, NYSED's Chief Privacy Officer will be required to develop, with input from experts, standards for educational agency data security and privacy policies. The Commissioner will then promulgate regulations implementing these data security and privacy standards.

9. No Private Right of Action

Please note that Education Law §2-d explicitly states that it does not create a private right of action against NYSED or any other educational agency, such as a school, school district or BOCES.

ADDENDA A-2

Model Notification of Rights under FERPA for Elementary and Secondary Schools

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the [Name of school ("School")] receives a request for access.

Parents or eligible students who wish to inspect their child's or their education records should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the [School] to amend their child's or their education record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest must be set forth in the school's or school district's annual notification for FERPA rights. A school official typically includes a person employed by the school or school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer, contractor, or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII

from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

[Optional] Upon request, the school discloses education records without consent to officials of another school or school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school or school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request or the disclosure is initiated by the parent or eligible student.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

[NOTE: In addition, a school may want to include its directory information public notice, as required by § 99.37 of the regulations, with its annual notification of rights under FERPA.]

[Optional] See the list below of the disclosures that elementary and secondary schools may make without consent.

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, § 99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(3) are met. (§ 99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already

enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2))

- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency (SEA) in the parent or eligible student's State. Disclosures under this provision may be made, subject to the requirements of § 99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf, if applicable requirements are met. (§§ 99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38. (§ 99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction, if applicable requirements are met. (§ 99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena if applicable requirements are met. (§ 99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10))
- Information the school has designated as "directory information" if applicable requirements under § 99.37 are met. (§ 99.31(a)(11))
- To an agency caseworker or other representative of a State or local child welfare agency or tribal organization who is authorized to access a student's case plan when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student in foster care placement. (20 U.S.C. § 1232g(b)(1)(L))

- To the Secretary of Agriculture or authorized representatives of the Food and Nutrition Service for purposes of conducting program monitoring, evaluations, and performance measurements of programs authorized under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, under certain conditions. (20 U.S.C. § 1232g(b)(1)(K))

EXHIBIT A

Civil Division: Oneida County Government
Jurisdictional Class: Competitive
EEO Category: Protective Service: Sworn
Revised: 09/10/15

SPECIAL PATROL OFFICER

DISTINGUISHING FEATURES OF THE CLASS: The work involves responsibility for maintaining order and providing security for publicly owned property. Persons employed in this class shall have all the powers of a peace officer, as set forth in section 2.20 of Criminal Procedure Law, when performing the duties of protecting property or persons on such premises. The work is performed under general supervision of the Oneida County District Attorney, Oneida County Sheriff's Office, or other designated Oneida County law enforcement agent. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Provides security by standing in and patrolling public buildings;
Protects and guards the public and employees in the designated publicly-owned property;
Physically restrains unruly individuals;
Escorts law enforcement agents, juries and witnesses to and from the courtroom;
Provides general information to visitors on premises ;
Checks to insure that all necessary documents and identifications are in order;
Safeguards public property;
Provides assistance in emergency situations;
Maintains and updates records as required;
Prepares incident reports;
Distributes and posts appropriate documents and materials.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of procedures and practices for protecting and safeguarding buildings and property; good knowledge of the powers of a peace officer; ability to maintain order; ability to perform first aid; ability to exercise judgment and common sense in stressful situations; ability to carry out established security procedures in case of fire, bomb threat or other emergency situations; ability to observe detail, remember facts and information and evaluate situations; ability to understand oral and written instructions and apply information, rules, regulations and procedures to specific situations; ability to prepare brief written communications; ability to communicate information orally to the public or related personnel; ability to use self-defense, restraint techniques and security equipment.

continued...

SPECIAL PATROL OFFICER

page two

MINIMUM QUALIFICATIONS: Retired member of a police or sheriff's department, or division of state police, or retired former corrections, parole or probation officer.

NOTE: In accordance with Section 209-v of General Municipal Law, a retiree who had permanent competitive class status in one of the above listed occupations may be reinstated to a Special Patrol Officer position without further examination.

SPECIAL REQUIREMENTS TO CARRY OR POSSESS FIREARMS: Special Patrol Offices may not carry or possess firearms while on duty unless authorized to do so by the Appointing Authority and a license has been issued pursuant to Section 400.00 of Penal Law (Section 2.10.37 of Criminal Procedure Law). Where possession of the license is required, eligibility for and continued possession of the license is required for appointment.

Adopted: 06/13/12

Revised: 06/29/12, 09/10/15

EXHIBIT B - STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus,
Albany, NY 12240. Notice shall include the identification number(s) of
each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to

computers and paper files that contain protected health information of the County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or

received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for

the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.