

EXTERNAL CLINICAL AGREEMENT

BETWEEN

Sauquoit Valley Central School District

AND

UTICA UNIVERSITY

THIS EXTERNAL CLINICAL AGREEMENT, dated 10/21/2025, is entered into by and between Sauquoit Valley Central School District, located at 2601 Oneida Street, Sauquoit, NY, 13456, (hereinafter "FACILITY/AGENCY"), and **UTICA UNIVERSITY**, an educational corporation operating pursuant to an absolute Charter granted by the Regents of the University of the State of New York, 1600 Burrstone Road, Utica, New York 13502 (hereinafter "UNIVERSITY").

WHEREAS, UNIVERSITY maintains a Program which awards degrees in Child Life and Family Science/Nursing/Nutrition/Occupational Therapy/Physical Therapy/PXW/Social Work/Therapeutic Recreation (individually the "Student Clinical Program"); and

WHEREAS, as a prerequisite to the granting of said degrees in the Student Clinical Program, matriculated students at UNIVERSITY are required to perform on-site training as part of their clinical studies; and

WHEREAS, UNIVERSITY shall be responsible for curriculum planning, admission, administration, matriculation requirements and faculty appointments as required by law, the accrediting agency and each program; and

WHEREAS, FACILITY/AGENCY has the facilities for the instruction of on-site studies of said students; and

WHEREAS, FACILITY/AGENCY recognizes the need for and desires to aid in the educational development of the students, and is willing to make its facilities available for such purposes; and

WHEREAS, FACILITY/AGENCY shall provide clinical education learning experience and shall facilitate the students' professional growth through mutually agreed upon educational objectives and guidelines, as well as the selection of patients/clients for teaching purposes and educational assignments (hereinafter the "Student Clinical Program" or "Program"); and

WHEREAS, by executing this Agreement, UNIVERSITY and FACILITY/AGENCY propose to further the following Objectives: (1) to provide clinical/educational experience in terms of patient/client and related instruction for students enrolled in the Student Clinical Programs; (2) to improve the overall Student Clinical Program by providing opportunities for learning experiences that will progress the student to advanced levels of performance; and (3) to establish and operate a Student Clinical Program of the first rank; and

WHEREAS, the parties desire to set forth their respective rights and responsibilities under this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits bestowed upon the parties to this Agreement, the amount and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. TERM:

This Agreement shall be for a period of two (2) years and shall commence at 12:00 a.m. on 01/01/2026, and terminate at 11:59 p.m. on 12/31/2027, unless sooner terminated in accordance with the terms and provisions of this Agreement. This Agreement shall be renewable for one (1) additional two (2) year period upon prior written notice by one party to the other, at least ninety (90) days, or such other time if mutually agreed in writing by the parties, prior to the expiration of the current term, of their intent to renew said Agreement. The party exercising its right to renew said Agreement may only renew the Agreement if it is not in default at the time it exercises said renewal. If said party is in default, the other party may notify said party that based upon the default it will not be renewing the Agreement. UNIVERSITY reserves the right to amend this Agreement in accordance with applicable law and/or at the time of renewal as needed.

2. STUDENT CLINICAL PROGRAM PLACEMENT

a. During the term of this Agreement, UNIVERSITY may place students at the FACILITY/AGENCY for Student Clinical Program(s). The exact start date and completion date for each Student Clinical Program shall be mutually agreed upon at least thirty (30) days prior to the start date of the Student Clinical Program, unless otherwise mutually agreed upon between the parties.

b. The number of students who participate each semester in the Program shall be mutually agreed upon at least forty-five (45) days prior to the start date of the Program, unless otherwise agreed between the parties in writing. The number of students shall not exceed those permitted under any State Authorization Reciprocity Agreement ("SARA") or as permitted by law.

c. At least one (1) month prior to the commencement of each students' individual Program, UNIVERSITY and FACILITY/AGENCY will develop a student clinical plan (hereinafter the "Plan") which shall include, but not be limited to: the length of the clinical experience, the learning objectives of the Plan, UNIVERSITY'S faculty point of contact, FACILITY/AGENCY'S point of contact, the clinical instructors and the details of any field work supervision, if applicable, for each Plan.

d. Neither party shall discriminate against any student, officer, employee, agent, and/or any party on the basis of age, race, creed, color, ethnic or national origin, religion, sex, pregnancy or pregnancy-related conditions, mental or physical disability, sexual orientation, military status, genetic characteristics or information, citizenship status, marital status, familial status, domestic violence victim status, previous criminal convictions or any other protected category under applicable local, state or federal law, rule or regulation.

e. Unless otherwise stated in this Agreement, students and faculty/clinical instructors of UNIVERSITY shall be considered students, and in the case of faculty/clinical instructors, employees, officers and/or agents of UNIVERSITY and not employees or agents of FACILITY/AGENCY for all purposes, including, but not limited to, of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding and/or Social Security, because of their participation in the Program. Each student is placed with FACILITY/AGENCY to receive clinical experience as a part of his or her academic curriculum. UNIVERSITY shall be responsible for establishing all curriculum obligations and said experience at FACILITY/AGENCY shall be performed under supervision of designated FACILITY/AGENCY officials. FACILITY/AGENCY shall retain the ultimate and sole

responsibility for all patient/client care, as well as the oversight, supervision, direction and control of such care.

f. UNIVERSITY, its participating students and/or UNIVERSITY faculty/clinical instructors participating on-site in the Program, shall not be considered “Business Associates” as that term is defined under the Health Insurance Portability and Accountability Act of 1996, and any amendments thereto (hereinafter “HIPAA”). Students and/or on-site faculty participating in the Program shall be considered as members of the Facility/Agency’s “workforce” for the limited purpose of, and as that term is defined by, HIPAA, pursuant to 45 CFR §160.103, and any amendments thereto.

g. Any unique provisions required by law or by applicable licensing or accrediting bodies in the state where the FACILITY/AGENCY and/or School campus are located are set forth on **Exhibit A** attached hereto.

h. The FACILITY/AGENCY, UNIVERSITY and its faculty and other employees will comply with all applicable state and federal laws, rules and regulations regarding patient privacy and data security, including, but not limited to, the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. §1320 through d-8 (“HIPAA”), and the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 C.F.R. parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164. The FACILITY/AGENCY and UNIVERSITY will inform Students of their obligation to comply with all applicable state and federal laws, rules and regulations regarding patient privacy including, but not limited to, HIPAA. UNIVERSITY will inform Students that they are required to comply with all FACILITY/AGENCY policies and procedures provided to UNIVERSITY by FACILITY/AGENCY regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the UNIVERSITY is a Business Associate, as described in the federal privacy regulations, or if the parties otherwise reasonably determine that UNIVERSITY will likely be so defined as a Business Associate under such federal privacy regulations, the parties will promptly agree upon such procedures and requirements relating to handling private health information as will ensure compliance with applicable governmental requirements and regulations.

3. UNIVERSITY RESPONSIBILITIES:

a. Subject to any applicable laws, rules or regulations, including, but not necessarily limited to, the applicable mandates and restrictions set forth in HIPAA and the Family Educational Rights and Privacy Act of 1974 (hereinafter “FERPA”), including any respective amendments thereto, and pursuant to each Plan, forty-five (45) days prior to the commencement of the Program, UNIVERSITY shall provide FACILITY/AGENCY with the name of each proposed participating student and shall advise said student of all health/medical-related information required by FACILITY/AGENCY, if any, to be produced by student to FACILITY/AGENCY prior to the commencement of the Program as set forth on attached **Exhibit B**. Upon request by FACILITY/AGENCY, UNIVERSITY shall require student(s), as a condition of participation in the Program, to either forward any required health/medical-related information directly to FACILITY/AGENCY and/or to sign any necessary authorizations to enable FACILITY/AGENCY to receive such information directly from a physician and/or health-related institution.

b. Subject to any applicable laws, rules or regulations, including, but not necessarily limited to, the applicable mandates and restrictions of HIPAA and FERPA, including any respective

Version: March 2025

amendments thereto, UNIVERSITY shall supply or require student, as a condition of participation in the Program, to supply reasonable and necessary information requested by FACILITY/AGENCY to further the student's participation in the Program. Such information, if in addition to the requirements set forth herein, shall be mutually agreed upon and set forth in each individual student's Plan or as set forth on attached Exhibit C.

c. UNIVERSITY shall place students in the Program who have satisfactorily completed the prerequisite didactic portion of the curriculum to participate in said Program.

d. To the extent permitted by law and not otherwise covered by applicable insurance, UNIVERSITY agrees to indemnify and hold FACILITY/AGENCY, its officers, employees and/or agents harmless from and against third party claims, demands, costs and expenses (including reasonable attorneys' fees and disbursements) and liabilities for bodily injury and property damage for or in connection with any negligent act or omission of UNIVERSITY, its officers, employees or agents acting within the scope of their duties arising from this Agreement, unless such act or omission was caused by FACILITY/AGENCY or was under the control or direction of FACILITY/AGENCY. This provision shall survive termination of this Agreement for a period of three (3) years from the date of termination.

e. UNIVERSITY shall require student(s), as a condition of participating in said Program, to:

- (i) Follow the administrative policies, standards, and practices of the FACILITY/AGENCY which have been provided to the UNIVERSITY and the student during the Program. FACILITY/AGENCY shall provide UNIVERSITY and student(s) with copies of any such rules, policies and/or regulations prior to the commencement of the Program. UNIVERSITY shall have no liability for any acts, omissions, or negligence with respect to such rules, policies, or regulations if FACILITY/AGENCY fails to provide said documents;
- (ii) To wear the necessary and appropriate attire required, but not necessarily provided, by FACILITY/AGENCY;
- (iii) Provide their own transportation and living arrangements when not provided for by FACILITY/AGENCY;
- (iv) Report to FACILITY/AGENCY on time and follow all established regulations during the regularly scheduled operating hours of FACILITY/AGENCY;
- (v) Conform to the codes, standards and practices established by the individual clinical supervisor while training in FACILITY/AGENCY;
- (vi) Obtain prior written approval of FACILITY/AGENCY and the UNIVERSITY before publishing any material relating to the Program and/or clinical education experience; and
- (vii) Keep all confidential information obtained during the Program confidential and comply with all policies and regulations of UNIVERSITY and

FACILITY/AGENCY, as well as all local, state and federal laws, including but not limited to the provisions of HIPAA.

4. FACILITY/AGENCY RESPONSIBILITIES:

a. FACILITY/AGENCY shall maintain complete records and reports on each student's performance and provide an evaluation of said student to UNIVERSITY on forms provided by UNIVERSITY. FACILITY/AGENCY agrees to treat all student records and information obtained from UNIVERSITY, student and/or otherwise obtained by FACILITY/AGENCY, confidentially, in accordance with and subject to the provisions of FERPA. FACILITY/AGENCY further agrees:

- (i) to use any “personally identifiable information” (as defined by FERPA) from student records only to meet the purpose(s) of the Program or as required by applicable law, and for the duration of the Program, as outlined in this Agreement;
- (ii) to limit any disclosures of such personally identifiable information only to individuals in FACILITY/AGENCY or UNIVERSITY who have a legitimate interest in the information consistent with their duties and the scope of the Program or as otherwise required or allowed by this Agreement, applicable law, subpoena or court order;
- (iii) to have in place controls and procedures, subject to inspection upon reasonable notice by UNIVERSITY, to ensure the protection of such personally identifiable information; and
- (iv) to return to UNIVERSITY all such personally identifiable information of student when the information is no longer needed for said purpose of study and destroy such personally identifiable information no later than six (6) months from the student’s completion of the Program or as mutually agreed to by the parties in writing.

b. FACILITY/AGENCY shall, on reasonable request, permit the inspection of the clinical facilities, services available for clinical experiences, student records, and such other items pertaining to the Program by UNIVERSITY or FACILITY/AGENCY, or by both, charged with the responsibilities for accreditation of the curriculum.

c. Upon UNIVERSITY’s request, FACILITY/AGENCY shall designate and submit in writing to UNIVERSITY the name and professional and academic credentials of all persons employed by FACILITY/AGENCY who they anticipate working with UNIVERSITY students in the Program on attached **Exhibit D**.

d. FACILITY/AGENCY shall notify UNIVERSITY in writing of any change or proposed change of the clinical coordinator.

e. To the extent permitted by law and not otherwise covered by applicable insurance, FACILITY/AGENCY agrees to indemnify and hold UNIVERSITY, its officers, employees and/or agents harmless from and against third party claims, demands, costs and expenses (including reasonable attorneys’ fees and disbursements) and liabilities for bodily injury and property damage for or in connection with any negligent act or omission of FACILITY/AGENCY, its officers, employees or agents acting within the scope

of their duties arising from this Agreement, unless such act or omission was caused by UNIVERSITY or was under the control or direction of UNIVERSITY. To the extent permitted by law, the FACILITY/AGENCY shall also name UC as an additional insured. This provision shall survive termination of this Agreement for a period of three (3) years from the date of termination.

f. FACILITY/AGENCY agrees to provide emergency health care for illnesses or injuries resulting from the Program placement. Such emergency care will be provided at student's/faculty's/Clinical Instructor's expense, unless as a result of FACILITY/AGENCY'S acts, omissions or negligence.

g. Unless exigent or public safety circumstances exist, FACILITY/AGENCY shall give UNIVERSITY at least three (3) business days' notice of any proposed removal of a student participating in the Program to attempt a mutually agreeable resolution of the matter. In the event of immediate removal of a student due to actual or threatened public safety concerns or other exigent circumstances, FACILITY/AGENCY agrees to meet with UNIVERSITY in good faith and within a mutually agreeable time after any such removal to attempt a resolution of the matter.

h. FACILITY/AGENCY agrees to provide appropriate space, personnel and resources for the Student Clinical Program.

5. LIABILITY INSURANCE COVERAGE/CLAIMS:

a. Each party shall purchase and maintain, or show existing proof of, professional liability insurance in the minimum amounts of two million dollars (\$2,000,000.00) each claim/four million dollars (\$4,000,000.00) aggregate, per policy year, and general liability insurance with minimum limits of one million dollars (\$1,000,000.00) each person/three million dollars (\$3,000,000.00) each occurrence, combined bodily injury and property damage covering the insured Party and the activities of its faculty, employees, officers and agents. Said insurance shall be occurrence-based liability insurance (or the equivalent combination of claims made-based insurance with appropriate "tail" coverage). Each party shall provide the other with suitable insurance certificates to indicate such coverage and also include a thirty (30) day notice to the other of an event of cancellation, non-renewal or material change with respect to each policy.

b. Each student shall obtain and provide proof of professional liability insurance in the minimum amounts of two million dollars (\$2,000,000.00) per claim/four million dollars (\$4,000,000.00) aggregate, and their own health insurance coverage, prior to commencing the Program. This insurance must be maintained throughout the Program. Upon request, a certificate of professional liability insurance coverage will be supplied to the FACILITY/AGENCY prior to the student's arrival.

c. Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it, which could result in a claim for indemnification, defense and/or contribution pursuant to the terms of this Agreement. This section shall survive the termination of this Agreement.

6. TERMINATION OF AGREEMENT:

Either party may terminate this Agreement on one hundred and twenty (120) days prior written notice to the other party. Any student enrolled in a Program, and who is not in material breach of the terms of this Agreement at the time such notice is given, shall be permitted to complete said Program despite said notice.

7. GOVERNING LAW:

This Agreement shall be deemed to have been executed and delivered in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law rules or principles. All disputes arising out of this Agreement shall be resolved by a court of competent jurisdiction in the State of New York, and both parties consent to the exclusive jurisdiction and venue of the state and federal courts of the County of Oneida in the State of New York.

8. NOTICE:

Whenever, under the terms of this Agreement, notice is required or permitted to be given by any party or to any other party, such notice shall be deemed to have been sufficiently given if written, deposited in the United States mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given at the address hereinafter set forth. Either party may change its respective address by written notice in accordance with this paragraph.

If to FACILITY:

With a copy
to:

Sauquoit Valley Central School
District
Paul Dischiavo
2601 Oneida Street
Sauquoit, NY, 13456

If to UNIVERSITY:

Utica University
Attn: Stephanie R. Nesbitt, J.D., M.B.A.
Provost & Sr. V.P. for Academic Affairs
1600 Burrstone Road
Utica, New York 13502

9. MODIFICATIONS:

This Agreement may not be amended or modified in any manner except by an instrument in writing signed by the Parties.

10. SEVERABILITY:

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such provisions shall be considered severable and the illegality, invalidity or unenforceability of any provision shall not affect the validity of any other provision, which shall continue in full force and effect, provided that the unenforceable or invalid provision is not material to the overall purpose or operation of this Agreement. If necessary in order to make the Agreement legal, valid and enforceable, the parties shall meet to confer upon an amendment or modification to the Agreement.

11. WAIVER:

Version: March 2025

The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself. Any failure of a party to enforce that party's right under any provision of this Agreement shall neither be construed, nor act, as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

12. ASSIGNMENT:

Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

13. HEADINGS:

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

14. MISCELLANEOUS:

a. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts together shall constitute one and the same Agreement.

b. This Agreement shall not be construed against either party because it may be responsible for drafting it or any provision therein.

c. The parties making, executing and delivering this Agreement have not been induced by any representations, statements, warranties or agreements other than those expressly set forth herein.

15. FORCE MAJEURE:

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption in service resulting, directly or indirectly, from events or actions wholly beyond either parties' control, including, but not limited to, so called Acts of God (other than medical or mental disability), civil or military authority, acts of public enemy, war, fires, explosions, earthquakes, floods, tornadoes, hurricanes, failure of transportation, strikes, or other such work interruptions of a similar nature beyond the reasonable control of either party.

16. ENTIRE AGREEMENT:

This Agreement, including any exhibits and addenda attached hereto, contains the sole and entire Agreement of the parties with respect to the subject matter hereof and no oral statement or written matter prior to the date of the Agreement shall have any force or effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on behalf of the academic programs of UNIVERSITY and FACILITY/AGENCY named below.

Sauquoit Valley Central School District
Paul Dischiavo
2601 Oneida Street
Sauquoit, NY, 13456

UTICA UNIVERSITY
Dr. Stephanie Nesbitt
1600 Burrstone Road
Utica, NY 13502-4892

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

THIS CONTRACT WAS INITIATED BY (UU Program/Coord):

EXHIBIT A (if applicable)

Unique Provisions Required by Law or by Applicable
Licensing or Accrediting Bodies Where
FACILITY/AGENCY or School Campus is Located

EXHIBIT B (if applicable)

Health/Medical-Related Information Required By
FACILITY/AGENCY

EXHIBIT C (if applicable)

Individual Student's Plan

EXHIBIT D (if applicable)

Clinical Instructors Providing Services

SPECIAL PATROL OFFICER AGREEMENT

This Special Patrol Officer Agreement (“Agreement”), effective September 1, 2025, 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, NY 13456 (“Participating Entity”). The County and the Participating Entity are each a “Party” and together, the “Parties.”

WITNESSETH

WHEREAS, the Participating Entity has a need for an intensive and coordinated approach to creating a safe and secure setting; and

WHEREAS, the Participating Entity 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 to promote a greater sense of safety and security; and

WHEREAS, the OCSO is desirous of providing personnel to be utilized as SPOs at the times and places hereinafter indicated; and

WHEREAS, the County, through the OCSO, and the Participating Entity 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 Participating Entity facilities;
3. To decrease the number of incidents involving outside police intervention at the Participating Entity facilities;
4. To increase a sense of safety and order; and
5. To ensure that the facilities’ safety and security measures in place are being followed by persons within the Participating Entity’s facilities; and

WHEREAS, the County, through the OCSO, and the Participating Entity 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 Participating Entity;

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

1. Assignment of SPOs. The OCSO shall provide one (1) SPO to the Participating Entity, during the scheduled times which shall be established by mutual agreement between the OCSO and the Participating Entity. The OCSO will use a rotating staff of SPOs based on

the availability of each SPO. The Participating Entity will receive a maximum of 35 hours of service from the SPOs, collectively, per week, each day that the Participating Entity location(s) are in session during the term of this Agreement. The OCSO will provide substitute coverage when designated SPOs are absent. 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 Participating Entity.

2. Term of Agreement. The Term of this Agreement begins on September 1, 2025 and expires on August 31, 2026, 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 Participating Entity 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 Participating Entity pursuant to the Fair Labor Standards Act, the Participating Entity shall be responsible to pay the County the increased hourly rate associated with such overtime hours.
 - c. For the sake of clarity, the Participating Entity 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 Participating Entity 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 Participating Entity 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 Participating Entity 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 Participating Entity, it shall be applied to offset subset 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 Participating Entity.
 - f. Additional Hours. Should the Participating Entity, upon request of the principal or designee, wish to have any SPO present at times over and above the regular hours agreed upon by the Parties, the Participating Entity will be billed based on the applicable hourly rate at the time, including any overtime costs and any associated fringe benefits. The Participating Entity shall be responsible for one hundred percent (100%) of this additional cost, and will be billed by the OCSO accordingly. The Participating Entity must schedule these additional hours with the OCSO designated supervisor as soon as the Participating Entity is aware of a need for these additional hours.
 - i. The County retains the right, in its sole discretion, to refuse the Participating Entity's request for additional hours.
 - g. Travel Costs. In the event the SPOs incur travel costs between Participating Entity facilities during the day, the Participating Entity 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 Participating Entity pursuant to this Agreement to the Participating Entity 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 Participating Entity 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 Participating Entity on site at the designated Participating Entity location(s) each day that the Participating Entity is in session during the Term of this Agreement. The designated supervisor shall coordinate his or her activities at the Participating Entity 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 Participating Entity facility that the SPO is assigned to in accordance with GML § 209-v.
 - b. Protect Participating Entity property and maintain order in the Participating Entity's locations.

- 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 Participating Entity 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 Participating Entity 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 Participating Entity location 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 SPO role is to protect the property and persons on the Participating Entity premises.
 - j. 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 Participating Entity's facilities in accordance with a schedule agreed to by the OCSO and the Participating Entity.
 - c. OCSO will ensure the SPOs submit appropriate verification forms to be signed by authorized Participating Entity personnel to provide audit documentation of time spent in the Participating Entity.
 - d. OCSO will cooperate with the Participating Entity to implement the SPO program with the least possible disruption to the educational process.

7. Additional Responsibilities of the Participating Entity.

- a. Implement this Agreement in accordance with the guidelines established herein by the Parties.
- b. Designate an employee as the Participating Entity representative, through which day-to-day business contact will be conducted with the SPOs.
- c. Provide the SPOs with full access to Participating Entity facilities and personnel.
- d. Ensure that Participating Entity personnel and other persons identified by the Parties 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 Participating Entity personnel uncover evidence that a crime may have been committed, as defined in applicable statutes, a Participating Entity official shall notify the SPOs. The Participating Entity shall be responsible for dialing 911.
- h. Participating Entity shall possess and maintain internal and external locking mechanisms for all doors that shall be checked regularly by the Participating Entity.
- i. Participating Entity shall ensure all windows, doorways and locks are kept clear and secure.
- j. Participating Entity shall provide SPOs with a master key to all doors, as well as a map of the location and surrounding property.
- k. Participating Entity shall be responsible for providing and maintaining security equipment to monitor the Participating Entity facility 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 Participating Entity 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. If the Participating Entity hold educational records, the County, OCSO, and the Participating Entity 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 Participating Entity, 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.** This Section applies only if the Participating Entity is an entity subject to 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 Participating Entity for purposes of the SPOs providing services to the Participating Entity, 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 Participating Entity:

- 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 Participating Entity 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, Participating Entity 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 Participating Entity 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 Participating Entity 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 Participating Entity. 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 Participating Entity 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 Participating Entity 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 Participating Entity 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 this Participating Entity, this Agreement shall immediately terminate on its own. In such event, the Participating Entity 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 Participating Entity for any actual or consequential damages as a result of termination.
 - e. The Participating Entity 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 Participating Entity 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 Participating Entity 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 Participating Entity under this Agreement, is that of an independent contractor, and in no manner shall the County, OSCO, or SPOs be deemed employees of the Participating Entity. 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 Participating Entity 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 Participating Entity pursuant to Section 3 hereinabove.

12. Indemnification & Insurance.

- a. The Participating Entity 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 Participating Entity, 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 Participating Entity, 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 Participating Entity 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 Participating Entity or to any third party, including, but not limited to, employees and students of the Participating Entity. The County and OCSO cannot promise or guarantee crime prevention, safety, or security.

14. Suspension of Work.

- a. The Participating Entity, 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 Participating Entity. 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 Participating Entity 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 Participating Entity 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 Participating Entity should be sent to:

Sauquoit Valley Central School District
2601 Oneida Street
Sauquoit, NY 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 (*As Applicable*), 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 Participating Entity 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
Board President

Date _____

Approved:

Christopher J. Kalil
Assistant County Attorney

TAX CERTIORARIS

I. Statement of Policy

The Board of Education (the Board) may authorize Sauquoit Valley Central School district (the District) representatives to intervene on tax certioraris seeking tax assessment reductions and/or refunds. Settlements of such interventions must be approved by the Board.

Sauquoit Valley Central School District

Legal Ref: NYS Real Property Tax Law § 712(2-a)

Adopted: 08/17/04

Readopted: 10/30/07

Revised: 11/18/25

Policy

FISCAL MANAGEMENT

4502

Policy is Required.
NON-BID PURCHASING

I. Objective

Goods and services which are not required by law to be procured by the Sauquoit Valley Central School District (the District) through competitive bidding will be procured in a manner so as to ensure the prudent and economical use of public monies in the best interests of the taxpayers. It is the Policy of the District to “shop around,” and to maintain accurate records of the efforts made by District staff to buy wisely. Alternative proposals or quotations will be secured by verbal quotations, written quotations, or requests for proposals, as set forth below.

II. Methods of Solicitation and Documentation

A. Verbal Quotations

Verbal quotations may be solicited by telephone. Verbal quotations shall record: name, date, and time vendor was solicited; whether contact was made with the vendor and, if so, who the contact person was; what the vendor was told about the good or service being solicited; and the vendor’s response.

B. Written Quotations

1. A standard “request for quotation” shall be used to solicit written quotations (Regulation 4502.1). All vendors sent a “request for quotation” for a particular good or service shall be provided with an identical written description of the good or service being solicited.
2. Written quotations may be solicited and received electronically, provided all documentation is preserved either physically or electronically.
3. The Purchasing Agent shall maintain a master file of all written solicitations and all written responses.

C. Requests for Proposals (RFP)

1. Written Requests for Proposals are generally used to obtain comparable quotations for the provision of professional and other specialized services. A Request for Proposals will contain critical details of the engagement, including the methods which the District will use in selecting the service provider, and set a deadline for the submission of written Proposals.
2. A particular Request for Proposals shall be publically available and may be sent to individuals and firms known to offer the service being purchased (e.g., architects, engineers, accountants, lawyers, underwriters, fiscal

POLICY

FISCAL MANAGEMENT

4502

Policy is Required.

NON-BID PURCHASING

consultants, etc.). To develop a pool of candidates, the District may advertise in professional journals, canvass directories of professionals in a particular field, and make inquiries of other school districts or users of the service being sought.

3. The evaluation of responses to a Request for Proposals will be described therein, and will consider factors including, but not limited to, the price quoted, any special knowledge or expertise of the service provider, the quality of the service, the staffing of the service, and suitability for the District's needs.

D. List of Vendors

The Purchasing Agent shall maintain a list of known and acceptable vendors, grouped by category of good or service provided. Any District officer or employee initiating a purchase shall consult this list.

III. Comparable Proposals Required

A. General Categories

1. Prior to entering into a purchase contract involving an expenditure of between \$5,000 and \$20,000, the responsible officer or employee shall solicit and document two (2) written quotes.
2. Prior to entering into a public works involving an expenditure between \$5,000 and \$35,000, the responsible officer or employee shall solicit and document two (2) written quotes.

B. Specific Categories

1. Insurance: written quotes
2. Professional services: Requests for Proposals shall be issued periodically, as determined by the Board of Education (the Board).
3. Lease of personal property: written quotations; also, before a proposed lease of personal property is presented to the Board for consideration, an analysis of the relative costs and benefits of leasing rather than purchasing shall be prepared and presented to the Board, as well as an analysis of whether the proposed arrangement is a true lease rather than an installment purchase agreement.

POLICY

FISCAL MANAGEMENT

4502

Policy is Required.

NON-BID PURCHASING

4. Certain food and milk purchases: written quotes, and documentation sufficient to satisfy Sections 114.3 and 114.4 of the Commissioner's Regulations

IV. Comparable Proposals Not Required

A. Emergencies

When the Board passes a resolution that an emergency situation exists, the District will make purchases at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practicable under the circumstances.

B. Sole Source Situations

Whenever the Purchasing Agent determines that a good or service is available only from a "sole source" supplier, the Purchasing Agent shall document, before making the purchase, the unique benefits of the patented items as compared to other items available in the marketplace; that no other item provides substantially equivalent or similar benefits; and that considering the benefits received, the cost of the item is reasonable, when compared to conventional methods.

C. Professional Services

When feasible, professional services should be retained after considering information about the prices charged by alternative service providers. However, the specialized and confidential nature of some professional services makes them unsuitable for purchase through competitive proposals. For that reason, the Board shall monitor the District's use of professional services and will issue Requests for Proposals upon request of the Board of Education, to assess the cost effectiveness of the services being utilized by the District.

D. Minor Purchases

Quotations need not be obtained prior to a purchase that is so small that the use of District resources to solicit and document the quotations would not be cost effective.

E. Purchases Through County

The procedures set forth above need not be followed when a purchase is made through any county of New York State. However, a purchase shall not be made in that manner unless the Purchasing Agent has documented that the purchase may be made upon the same terms, conditions, and specifications at a lower cost by purchasing through the county.

POLICY

FISCAL MANAGEMENT

4502

Policy is Required.
NON-BID PURCHASING

F. Other Special Source Purchases

1. The procedures set forth above need not be followed when a purchase is made from or through the state Office of General Services, or from Preferred Sources as defined under the State Finance Law, and the Corrections Law.
2. The procedures set forth above need not be followed when a purchase is made pursuant to GML §103 “Piggybacking” of an apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies through the use of a contract let by the United States of America or any agency, state or any other county, or political subdivision or district, if such contract was let in a manner that constitutes competitive bidding with state law and made available for use by other governmental entities.

V. Purchasing

A. Tie Quotations

In the event of tie quotations, the Purchasing Agent may award the purchase to one of the low quotations or reject all quotations and resolicit quotations.

B. Purchase Other than for Lowest Quoted Price

When a purchase is made from other than the lowest responsible dollar offeror, the documentation of the quotations shall be supplemented with a statement justifying such award. Such justification must demonstrate that the award provides for the prudent and economical use of public funds in the best interests of the taxpayers of the District.

C. No Quotes Received

When no quotations are received despite solicitation by the means of either email, mail or telephone above, the Purchasing Agent should attempt to broaden the District's solicitation if at all feasible. However, where the District has taken steps to obtain quotations, the Purchasing Agent may make purchases in the open market until conditions change.

D. Purchase Orders

1. The purpose of requisition forms and purchase orders is to provide formal documentation and authority for the purchase of goods and services.

POLICY

FISCAL MANAGEMENT

4502

Policy is Required.
NON-BID PURCHASING

2. The Principal, Director or Program Supervisor will be held responsible for the completion of all requisitions. Requisitions shall be sent to the Business Office to initiate a purchase order.
3. In all instances, purchase orders are to be completed before a purchase is made. The sole exception shall be in the event of an emergency.
4. The Purchasing Agent shall be responsible for the purchasing of all District materials. The Purchasing Agent shall be responsible for verifying that all laws pertaining to purchasing are complied with.
5. All purchase orders must be approved by the Purchasing Agent before the purchase is made. In no event are purchase orders to be mailed directly to the supplier without first routing through the Purchasing Agent's Office.

E. Blanket Purchase Orders:

1. Blanket purchase orders may be used when items are used in a day to day operation and cannot be pre-ordered and inventoried economically. The purpose of blanket purchase orders is to allow multiple purchases at different times up to a stated amount on a blanket purchase order.
2. The total dollar amount of blanket purchase orders for items in the same general category shall not exceed the limits of the General Municipal Law applicable to the procurement of goods per annum. The Purchasing Agent shall keep a record of the purchases made to insure that they do not exceed the aggregate.
3. Blanket Purchase Orders will show the maximum dollar amount covered by each purchase order. This dollar amount should also be encumbered. The preparation and distribution of blanket purchase orders shall be by the same methods as those utilized for standard purchase orders.

F. Confirming Purchase Orders

When a department has an emergency requiring an immediate purchase, the following procedure will be followed:

1. The Principal, Director or Program Supervisor will verbally notify the Purchasing Agent.
2. The Purchasing Agent will make a judgment as to the urgency of the

POLICY

FISCAL MANAGEMENT

4502

Policy is Required. NON-BID PURCHASING

purchasing requirement.

3. The Purchasing Agent affirms the purchase and a record is kept noting the circumstance and that verbal authorization was given to the vendor. A confirmation order is prepared to verify the verbal order.

G. There are certain expenditures for which the processing of a purchase order is unnecessary. "Overpapering" can ruin the effectiveness of the system almost as quickly as non-compliance. The following should be made without purchase orders:

1. Contracts for personal services.
2. Employee expenses such as conference expense, mileage and other reimbursable expenses in performance of day-to-day duties.
3. Reimbursement of petty cash funds.
4. Utility bills.
5. Service contracts for a fixed monthly or annual amount.
6. Interdepartmental charges.
7. Medical examinations.
8. Legal Notices.
9. Postage meter costs.
10. Subscriptions.

VI. Responsibility

- A. It is the responsibility of each employee involved in the procurement process to become familiar with these procedures and to follow their requirements. Failure to do so may cause an unnecessary delay in the process.
- B. If there are any questions or concerns relative to either these procedures or the ability of the employee to respond effectively to their requirements, it is the responsibility of that employee to bring such matters to the attention of the Purchasing Agent.

POLICY

FISCAL MANAGEMENT

4502

Policy is Required.

NON-BID PURCHASING

VII. Invoice from Vendor

Upon receipt, goods should be checked for condition, and for quantity and quality as stated in the purchase order or contract. This will be accomplished by having the requisitioner sign their copy of the purchase order and return it to the Business Office as evidence of receipt of goods or services. If only a partial shipment is received the requisitioner shall note on their copy of the purchase order which items have been received and shall forward to the Business Office the packing slip or duplicate invoice which accompanies the shipment, as evidence of receipt of the partial shipment. The requisitioner shall retain their copy of the purchase order until all items have been received. Notice of partial shipments must be mailed to the Business Office immediately.

The Custodian and Secretary are to act as receiving clerks at each school and are authorized to receive and sign for shipments. A receiving point at each school shall be designated, and vendors and carriers shall be so informed. These designated individuals shall be responsible for receiving shipments and ensuring that the number of items indicated on the freight bill or delivery ticket have actually been received and are without visible damage. The Business Office shall, without delay, notify the requisitioner that the shipment has been received. It shall be the responsibility of the requisitioner to inspect the shipment for concealed damage, and notify the Business Office so that claims may be made on the carrier.

VIII. Quality Control

The responsibility for quality control and ensuring that items purchased meet specifications rests with the Purchasing Agent. The Business Office shall work closely with department heads, and user(s) of the materials to ensure that items received are put to specifications, and to determine potential ways to improve specifications.

X. Approval for Payment of Invoice or Claim

Invoices and claims for materials or services shall be delivered directly to the Business Office. These claims shall be processed expeditiously and prepared for prompt payment in order to take advantage of discounts, and also to maintain good relationships with vendors.

Sauquoit Valley Central School District

Legal Ref: NYS General Municipal Law §§103, 104-b, 109-a; NYS Education Law §§305(14), 409(i), 1604, 3602, 4403; 1725; NY State Finance Law §163; 8 NYCRR 200.2

Adopted: 11/18/25

ACCEPTING GIFTS, GRANTS, DONATIONS, AND CONTRIBUTIONS TO THE SCHOOL
DISTRICT

I. Gifts, Grants and Donations

The Board of Education (the Board) may accept gifts, grants and/or donations of money, real or personal property, as well as other merchandise which the Board finds to be in the best interests of the Sauquoit Valley Central School District (the District), provided that such acceptance is in accordance with existing laws and regulations.

- A. The Board is not required to accept any gift, grant, or donation and does so at its sole discretion.
- B. The Board will not accept any gift, grant or donation which involves or creates a conflict of interest and/or gives an appearance of impropriety.
- C. The Board will not accept any gifts, grants or donations which will place encumbrances on future Boards or result in unacceptable additional or hidden costs to the District.
- D. All proposed gifts, grants, or donations to the District must be reported to the Board. Gifts, grants and donations may be accepted by resolution of the Board, and gifts, grants and donations having a value of \$5,000 or less may be accepted by the Superintendent and reported at the next Board meeting.
- E. The Board would prefer the gift, grant or donation to be unrestricted. The donor/grantor must first present the gift or grant to the administration in writing specifying the nature of the proposed gift or grant prior to formal consideration of acceptance by the Board. The Board in its sole discretion may direct the Superintendent to apply such gift, grant, or donation for the benefit of a specific school or school program.
- F. Gifts, grants, or donations of money to the District shall be deposited into the trust and agency account in the bank designated by the Board, and reported in the annual accounting.
- G. All gifts, grants, or donations shall become the property of the District.
- H. The Board will safeguard the District, the staff and the students from commercial exploitation, from special interest groups, and the like.

POLICY

FISCAL MANAGEMENT

4800

ACCEPTING GIFTS, GRANTS, DONATIONS, AND CONTRIBUTIONS TO THE SCHOOL DISTRICT

III. Contributors

Acknowledgment of the receipt of such gifts, grants, or donations will be sent to contributors in recognition of their contribution to the District.

IV. Contributions and Donations

The Board is prohibited by the New York State Constitution from making gifts/charitable contributions with District funds.

Sauquoit Valley Central School District

Legal Ref: NYS Education Law §§404, 1709 (12); 8 NYCRR 172.2

Adopted: 08/17/04

Readopted: 10/30/07

Revised: 11/18/25

Policy

FISCAL MANAGEMENT

4801

MEMORIALS FOR DECEASED STUDENTS OR STAFF

I. Purpose

It is recognized that the loss of a member of the school community is deeply felt by students, staff, and families. The purpose of this Policy is to ensure that the Sauquoit Valley Central School District (the District) will support staff, students, and families impacted by death by assisting them with connections to appropriate school and community resources. Because it is recognized that memorial decisions made immediately in the aftermath of a crisis or death may be made without full consideration of the potential implications for students, staff, families, and the community, the District will provide a process for memorial decision-making.

II. Definitions

- A. Memorials: Objects, activities, or donations to remember an event or deceased person(s).
- B. Crisis: Any natural disaster or unexpected event that is perceived as extremely negative, generates feelings of helplessness, powerlessness, and/or entrapment, and may occur suddenly, unexpectedly, and without warning.
- C. School Crisis: A crisis that impacts a significant number of school community members and threatens to disrupt the normal day-to-day activities of students and staff.
- D. School Crisis Team: A designated group of staff members within each school who develop and execute, when necessary, protocols to utilize in the event of a school crisis.
- E. District Crisis Team: A designated group of staff members who develop and execute, when necessary, protocols to utilize in the event of a crisis that affects multiple district schools.

III. General Statement of Policy

A. Coordination Through Crisis Team

Memorial activities expressed within the District must be coordinated and approved through either the School Crisis Team or District Crisis team (whichever is activated in response to the given crisis). The Crisis Team will work with the family (or families) of the deceased and students in selecting memorial activities that are appropriate, in accordance with this Policy.

MEMORIALS FOR DECEASED STUDENTS OR STAFF

When a request for a memorial is made in a non-crisis situation (example: to recognize a past member of a school community), the request should be made to the Superintendent. The Superintendent or their designee will consult with the individual making the request as well as the family of the deceased and apply this Policy, as appropriate, in making any determination regarding the request.

B. Allowable Temporary Memorials

Allowable temporary memorials are banners and pictures displayed in an area accessible to all students but not in an area where all students will have to view the memorial. Viewing of the memorial needs to be optional. Memorials that may spontaneously arise on lockers and desks should be transferred to the designated area.

All memorials must be approved by the school administration, who will consult, as necessary, with the Director of Facilities and the Superintendent or their designee. Memorials may be displayed for one (1) week or until the day of the funeral, whichever is sooner, and will then be offered to the family of the deceased. Selling of memorability items on school grounds is prohibited. In recognition that schools are designated primarily to support learning, school sites should not serve as the main venue for the memorializing of students or staff.

Memorial fundraisers organized by student organizations must have the consent of the school administration and any other consent as required by District policies. The District-established processes and procedures for fundraisers should be followed.

Other possible memorial activities include:

1. Commemorative Event: A commemorative event may be established and held in the name of the deceased student or staff member. Activities should not be held during the school day as schools should focus on maintaining a regular schedule, structure, and routine. Events should be sponsored by a class or student organization in which the deceased student or staff member participated. Advertisements of events must occur outside the school day. District facilities will not be used for memorial services or funerals. The Superintendent, in consultation with the District or School Crisis Team, has the discretion to consider school-wide memorial activities when a crisis event has a significant impact on a majority of students, staff, and the community.
2. Graduation Recognition: One symbol representing all deceased members of a graduating class, such as a plant or bouquet of flowers, may be present on

MEMORIALS FOR DECEASED STUDENTS OR STAFF

stage. A member of the school administration can also direct the audience in a moment of silence to collectively recognize deceased members of the graduating class.

3. Moment of Silence Recognition: A moment of silence may be used following the death of a student or staff member to honor their memory. School-wide moments of silence should occur within two (2) school days following notification of the death. Moments of silence are also approved for use at District Board of Education meetings and at co-curricular events in which the deceased participated.

C. Allowable Permanent Memorials

1. Permanent memorials for deceased students and staff will be limited to endowments, scholarships, books or items with educational significance that have been provided to the district or procured with donated funds, and yearbook recognition.
2. Scholarship and endowment memorials may be established one time, or in the form of a perpetual award, with a description of the purpose of the endowment or scholarship.
3. A student or staff member who has died may be acknowledged in the yearbook of the school year in which the death occurred, through consultation with the school yearbook committee and administration. Information should be limited to the student's name, photo, dates of birth and death, and school activities in which the student participated.

D. Prohibited Memorials

Memorials/activities that are not allowed include:

1. Those that require the use of public funds to purchase, develop, or maintain (such as plantings of trees, shrubs, perennials);
2. A monument, statuary, or marker on school property;
3. Benches, tables, and other outdoor furnishings;
4. Memorials attached to a wall or showcase;
5. Memorials that require altering school property;
6. Memorials that may alter the routine of a regular school instructional day and memorials that require the altering of school activities or the activity schedule.

POLICY

FISCAL MANAGEMENT

4801

MEMORIALS FOR DECEASED STUDENTS OR STAFF

E. Existing Memorials

Existing memorials established prior to the implementation of this Policy will not be affected.

F. Memorials Following Suicide

Memorials following suicide are particularly important to monitor. Schools can play an important role in channeling the energy and passion of the school community in a positive direction, balancing the family's and community's need to grieve with the impact that the proposed activity will likely have on students, particularly on those who might be vulnerable to suicide contagion.

Policy 7091, Suicide Prevention, should be consulted by the District and/or School Crisis Team in such instances.

Sauquoit Valley Central School District

Cross Ref.: 4800, Accepting Gifts, Grants, Donations, and Contributions to the School District

Adopted: 11/18/25

EMPLOYEE EXPRESSION AND DISPLAY OF MATERIALS
IN THE SCHOOL SETTING

I. Statement of Policy

- A. The Board of Education (the Board) recognizes the importance of maintaining a professional and focused learning environment that supports the academic and social development of all students.
- B. While employees retain their rights to free expression, these rights must be balanced with the Sauquoit Valley Central School District's (the District) responsibility to provide a neutral, inclusive, and disruption-free educational setting. This Policy outlines expectations related to employee speech and the display of materials—including flags and symbols—in school buildings and during the instructional day.

II. Implementation Guidelines

A. Instructional Relevance Requirement

Employees may display visual materials - including but not limited to flags, posters, banners, or signage - only if such materials are directly aligned with the approved curriculum or instructional activities and have been deemed instructionally appropriate by building-level administration.

B. Non-Instructional Displays

The display of materials or symbols, including flags, that are not directly related to the instructional program must align with the educational mission and values of the district. Materials that promote or reflect political, ideological, or advocacy positions may be displayed when they are part of an approved, balanced instructional plan as deemed by district administration.

C. Political and Personal Expression

Employees of the Board who wish to take an active part in the political activities of the community are encouraged to do so as private citizens. However, the Board does not permit the use of classroom time, school resources, or school property to engage in political expression or advocacy. Any discussion of political or controversial issues with students must be presented in a fair and impartial manner that encourages critical thinking without promoting a personal viewpoint.

EMPLOYEE EXPRESSION AND DISPLAY OF MATERIALS
IN THE SCHOOL SETTING

D. Professional Responsibility and Conduct

Employees are expected to exercise sound judgment and professionalism in their interactions with students and colleagues. Employee conduct—including speech or expression on social media—shall not interfere with job performance, disrupt the educational environment, or violate any District policies related to professional conduct or staff ethics.

E. Freedom of Expression

This Policy shall be interpreted in a manner consistent with applicable federal and state constitutional protections and legal precedent, including but not limited to *Weingarten v. Board of Education*. Employees retain the right to free expression when speaking as private citizens outside of their official duties, provided such expression does not materially disrupt the work environment or the educational mission of the District.

Sauquoit Valley Central School District
Extraclassroom Activity Funds
Management Letter Comments and Corrective Action Plan
2024-25 Audit Report

Observation #1:

In several instances at the high school and the middle school, deposits are not being processed timely or it is unclear if deposits are made timely due to the lack of collection date(s) being documented and retained.

Recommendation:

We recommend receipts be processed and deposited within 72 hours of collection. This will not only ensure timely reporting of financial transactions and ease of reconciliation between the records and corresponding bank statements(s), it will mitigate risk for loss or theft.

Response:

Procedures have been reviewed with the ECA Treasurers including the requirement that all deposits should be made within one week to the extent possible. Funds held overnight are secured in a locked filing cabinet. Implementation date: November 1, 2025.

Observation #2:

It was observed that in several instances at the high school and middle school, supporting documentation such as check copies, invoices, etc., for cash receipts is not being maintained.

Recommendation:

We recommend that all receipts, invoices, and all necessary supporting documentation be retained to support each transaction. This will not only ensure proper reporting of each transaction, but will provide context as to the nature of the expense, the corresponding applicable club, and the evidence to support an allowable transaction.

Response:

The ECA Treasurers make every effort to ensure that proper supporting documentation is secured for each transaction. Exceptions sometimes occur due to the regular transition of club advisors and student leaders. The ECA Treasurers meet with the advisors at the start of each school year and emphasize the need to provide proper documentation. Ongoing communication between the Treasurers and the club advisors are in place in an effort to reduce these exceptions. Implementation Date: November 1, 2025.

Observation #3:

It was observed that in several instances of cash disbursements at the middle school, a second signature of either the Central Treasurer or Activity Treasurer as not obtained on the Payment Order Form.

Recommendation:

We recommend that all necessary signatures are included on each Payment Order Form.

Response:

The findings have been reviewed with the Central Treasurer for the extra-classroom activity fund and the recommendation from the auditors will be followed. Implementation Date: November 1, 2025.

