

SPECIAL PATROL OFFICER AGREEMENT

This Special Patrol Officer Agreement ("Agreement"), effective September 1, 2026, 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 its Oneida County Sheriff's Office ("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 ("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; 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 to promote a greater sense of safety and security; and

WHEREAS, the OCSO wants to provide personnel 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, as detailed in the attached Exhibit A (Job Specification of Special Patrol Officer), which is made a part hereof;
2. To increase the physical law enforcement presence within District schools;
3. To decrease the number of incidents involving outside police intervention at District schools;
4. To increase a sense of safety and order with District schools; and
5. To ensure that school safety and security measures in place are being followed; 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 the 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 the District with one (1) SPOs, to be assigned by OCSO at its discretion from rotating staff, for scheduled dates and times, at designated District schools, all of which shall be established by mutual agreement between the OCSO and the District. The District will receive a maximum of 35 hours of service

from the SPOs, collectively, per week, each day that school is 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 District.

2. Term of Agreement. The Term of this Agreement begins on September 1, 2026 and expires on August 31, 2028, 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 \$33.50 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 \$33.50 plus fringe benefits, exclusive of health insurance costs, for a total of \$37.08 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 a principal or designee, wish to have any SPO present at times over and above the regular 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 schools during the 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 on a monthly basis, to correspond with the schedule under which OCSO employees 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 provide a designated supervisor to facilitate scheduling, cover absences, and/or supply such support as needed by the District at its selected school(s) each day that the District is in session during the Term of this Agreement. The supervisor shall coordinate his or her District-related activities with the school(s) principal or designee. The OCSO-designated supervisor will be under the supervision of a Deputy Sheriff Patrol – Lieutenant.
5. Duties of the SPOs. The SPOs' duties shall be as follows:
- a. In accordance with GML § 209-v, protect school property and persons on such premises.
 - b. Report violations of law.
 - c. 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.
 - d. Act, when necessary, as liaison with police and fire officials.
 - e. Advise the District administration of any circumstances or situations that may create a potential for harm to persons, breach of security, or damage or loss of property.

- f. 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 District location of the replacement SPO, if any.
 - g. 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.
 - h. 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 schools 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 District 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 District representative, through which day-to-day business contact will be conducted with the SPOs.
 - c. Provide SPOs with full and appropriate access to District schools and personnel.
 - d. Ensure that District 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 it.
 - 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 District official shall notify the SPOs. The District shall be responsible for dialing 911.
- h. Possess and maintain internal and external locking mechanisms for all doors that shall be checked regularly by the District.
- i. Ensure all windows, doorways and locks are kept clear and secure.
- j. Provide SPOs with a master key to all doors, as well as a map of the location and surrounding property.
- k. Be responsible for providing and maintaining security equipment to monitor District schools, 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. 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 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 who 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's 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, the District's 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 this 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 thereof. 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, 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.

[Remainder of Page Blank. Signature Page to Follow.]

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
Board President

Date

Approved:

Christopher J. Kalil
Assistant County Attorney

Jurisdictional Class: Competitive
EEO Category: Protective Service
Revised: 09/16/2019

SPECIAL PATROL OFFICER

DISTINGUISHING FEATURES OF THE CLASS: This position involves responsibility for maintaining order and providing security in public buildings, schools and courtrooms. 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, judges, students, 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 judgement 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; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

- (A) Retired member of a police or sheriff's department in New York State, **OR**
- (B) Retired member of the division of state police, **OR**
- (C) Retired former corrections, parole or probation officer in New York State.

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SPECIAL REQUIREMENT: Special Patrol Officers 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 employment.

NOTE: Retired members of the division of state police are not eligible for reinstatement.

Adopted: 06/13/2019

Revised: 06/29/2012; 09/10/2015; 09/16/2019

ADDENDA A

PARENTS' BILL OF RIGHTS

The Sauquoit Valley School District seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the district, to enhance the opportunities for learning and to increase the efficiency of our district and school operations. The Sauquoit Valley School District seeks to insure that parents have information about how the District stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including § 2-d of the New York State Education Law. To further these goals, the Sauquoit Valley School District has posted this Parents' Bill of Rights for Data Privacy and Security. 1) A student's personally identifiable information cannot be sold or released for any commercial purposes. 2) Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Board Policy 7080. You may access this policy from the District's website. 3) State and federal laws protect the confidentiality of personally identifiable information, 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. 4) A complete list of all student data elements collected by the State will be available at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234. 5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234. <http://www.nysed.gov/data-privacy-security/parents-and-students>

PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM

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

CONTRACTOR'S DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Sauquoit Valley School District (hereinafter "District") and Contractor entered into an agreement for special patrol officer services (hereinafter "Agreement") which applies to and is incorporated into this Data Security and Privacy Plan (hereinafter "Services").

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

1. During the term of the Agreement, Contractor will implement all State, Federal and local data security and privacy requirements, consistent with the DISTRICT's Data Security and Privacy Policy in the following way(s): Contractor will only use personally identifiable student data (as defined in 8 NYCRR 121.1) and teacher or principal data (as defined in 8 NYCRR 121.1) in accordance with the Agreement, and applicable laws pertaining to data privacy and security including Education Law § 2-d;
2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement: Contractor maintains reasonable security standards appropriate to the type of data collected, which will include multiple safeguards to help protect against loss, misuse or alteration of information including encryption of data while in motion and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.
3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the DISTRICT's Parents' Bill of Rights for Data Privacy and Security and will comply with same.
 - a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
 - b. Contractor will ensure that the subcontractor(s), third-party service provider(s), or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.
 - c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the DISTRICT, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.
 - d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.
 - e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

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

5. Subcontractors:

Contractor shall utilize subcontractors. Contractor shall manage the relationships and contracts with such subcontractors in the following ways in order to ensure personally identifiable information is protected: Contractor will ensure that any subcontractors, third-party service providers, or other authorized persons or entities to whom the Contractor will disclose the personally identifiable student data and teacher or principal data, if any, are contractually required to abide by applicable data protection and security requirements consistent with those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act ("FERPA"); Education Law § 2-d; 8 NYCRR Part 121).

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner, and manage security incidents in accordance with its documented security incident response plan. Contractor will promptly notify DISTRICT of any breach or unauthorized release of personally identifiable student data and teacher or principal data in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of such breach.

7. Termination of Agreement.

- a. Within 30 days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND
- b. If requested within 15 days of termination of the Agreement, Contractor shall Return all data to the DISTRICT using a mutually agreed to format.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan or 8 NYCRR 121.1, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan.

Oneida County:

By: _____

Title: _____

STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida ("County") and the Sauquoit Valley School District ("Contractor"), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Agreement:

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 Legislators 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

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; 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 (HIPPA).

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 principal 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 NEW YORK STATE LABOR LAW § 201-G.

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

21. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 220-i.

If this contract is for a public work and is a covered project as set forth in Labor Law § 220-i, the Contractor shall at all times comply with, and shall require its subcontractors (if any) to comply with, Labor Law § 220-i. The Contractor and its subcontractors (if any) shall at all times be registered by the Department of Labor as set forth in Labor Law § 220-i. Should the registration of the Contractor or its subcontractors (if any) lapse during the term of the contract or subcontract, the Contractor and its subcontractors shall be subject to Labor Law § 220-i(5). Should a Contractor or subcontractor be determined by the Department of Labor to be unfit to be registered by the Department of Labor during the term of the contract or subcontract, then its work may continue only if a monitor is appointed to oversee the work completed at the sole expense of the Contractor or its subcontractor, as applicable. Such monitor must be approved by the Department of Labor.

PESTICIDE USE AND NOTIFICATIONS

I. Statement of Policy

- A. The Sauquoit Valley Central School District (the District) prohibits the use of pesticides on playgrounds (including playground equipment), turf, athletic or playing fields, except as described in section III. of this Policy.
- B. The District shall also establish a notification and maintain the required registry for notices and periodic summaries as required by New York State law and regulations.

II. School Pesticide Representative

- A. The District designates the Director of Facilities as the School Pesticide Representative.
- B. The School Pesticide Representative will promptly notify the Superintendent or their designee of any relevant legal or regulatory changes. Should such changes occur before this Policy is formally updated, District staff must comply with current law.

III. Pesticide Application on Playgrounds, Turf, Athletic or Playing Fields

- A. The District will not apply pesticide to any playgrounds, turf, athletic or playing fields, except that an emergency application of a pesticide may be made as determined by the District Board of Education (the Board).
- B. For purposes of this Section only, pesticides shall not include the following:
 - 1. the application of anti-microbial pesticides and anti-microbial products as defined by Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) in 7 U.S.C. Section 136 (mm) and 136 q (h) (2);
 - 2. the use of an aerosol product with a directed spray, in containers of eighteen (18) fluid ounces or less, when used to protect individuals from an imminent threat from stinging and biting insects, including venomous spiders, bees, wasps and hornets;
 - 3. the use of non-volatile insect or rodent bait in a tamper resistant container;

PESTICIDE USE AND NOTIFICATIONS

4. the application of a pesticide classified by the United States Environmental Protection Agency (EPA) as an exempt material under 40 CFR Part 152.25;
5. the use of boric acid and disodium octaborate tetrahydrate; or
6. the use of horticultural soap and oils that do not contain synthetic pesticides or synergists.

IV. Pesticide Use Notifications

A. Annual Notifications:

1. The District will establish written pesticide notification procedures to provide information on pesticide applications at relevant facilities. This includes:
 - i. Providing written notification to all staff and persons in parental relation at the beginning of each school year or summer school session. If a child enrolls after the beginning of the school year or summer school session, written notification shall be provided to the person in parental relation within one (1) week of enrollment.
 - ii. The written notification must include the following information:
 - a. a statement that pesticide products may be used periodically throughout the school year or during the summer school session;
 - b. a statement that schools are required to maintain a list of staff and persons in parental relation who wish to receive 48-hour prior written notification of pesticide applications at relevant facilities, and instructions on how to register with the school to be on such list for prior notification; and
 - c. the name and phone number of the School Pesticide Representative who may be contacted to obtain further information.

B. Periodic Notifications:

1. Schools shall establish a pesticide notification procedure to provide information on pesticide applications to all staff and persons in parental

PESTICIDE USE AND NOTIFICATIONS

relation at the District facilities throughout the year. This written notification will include:

- i. the date, location, product used, and EPA registration number, for each application which required prior notification and each emergency application made at relevant facilities, since the previous notice;
- ii. a statement that schools are required to maintain a list of staff and persons in parental relation who wish to receive 48-hour prior written notification of pesticide applications and instructions on how to register with the school to be on such a list for prior notification. A copy of this statement must be posted in a public location within the school facility for general awareness;
- iii. how to obtain further information about the products being applied, including any warnings that appear on the label of the pesticides that are pertinent to the protection of humans, animals or the environment; and
- iv. the name and phone number of the School Pesticide Representative who may be contacted for additional information.

2. Notifications shall be provided within the following timelines:

- i. Ten (10) days of the end of the school year. The annual notification requirement in Section (IV)(A) of this Policy will meet this requirement.;
- ii. Two (2) school days of the end of winter recess and spring recess, and
- iii. Two (2) days of the end of summer school.

C. Exceptions to the Periodic Notification Requirement:

1. The following pesticide applications shall not be subject to prior notification requirements:
 - i. anti-microbial pesticides and anti-microbial products as defined by FIFRA in 7 U.S.C. § 136 (mm) and 136q (h)(2);

PESTICIDE USE AND NOTIFICATIONS

- ii. the use of an aerosol product with a directed spray, in containers of eighteen fluid ounces, or less, when used to protect individuals from an imminent threat from stinging and biting insects including venomous spiders, bees, wasps, and hornets. This shall not exempt from notification the use of any fogger product or aerosol product that discharges to a wide area;
- iii. any application where the school facility remains unoccupied for a continuous seventy-two (72) hour period following the application of the pesticide;
- iv. nonvolatile rodenticides in tamper resistant bait stations or in areas inaccessible to children;
- v. silica gels and other nonvolatile ready-to-use, paste, foam or gel formulations of insecticides in areas inaccessible to children;
- vi. nonvolatile insecticidal baits in tamper resistant bait stations or in areas inaccessible to children;
- vii. application of a pesticide classified by the United States EPA as an exempt material under Section 40 CFR Part 152.25;
- viii. boric acid and disodium octaborate tetrahydrate;
- ix. the application of a pesticide which the United States EPA has determined satisfies its reduced risk criteria, including a biopesticide; or
- x. any emergency application of a pesticide when necessary to protect against an imminent threat to human health.
 - a. In the event of an emergency application, and prior to the application, the District shall make a good faith effort to supply written notice.
 - b. The District shall also notify the Commissioner of the Department of Health using the form developed by the Commissioner.

PESTICIDE USE AND NOTIFICATIONS

V. Registry

- A. The District will maintain a list of staff and persons in parental relation who have requested written notification forty-eight (48) hours in advance of pesticide applications at relevant facilities.
- B. Not less than forty-eight (48) hours prior to the application of a pesticide at a facility, the District shall provide to those on the list relevant to such facility, written notification which shall include, at a minimum, the following information:
 - 1. the specific date and location of the application at the relevant facility. In case of outdoor applications, the notice must provide a specific date, and may include two (2) alternative dates in case the application cannot be made due to weather conditions;
 - 2. the product name and pesticide registration number assigned by the United States EPA;
 - 3. the required statement from NYS Education Law 409-h:

“This notice is to inform you of a pending pesticide application to a school facility. You may wish to discuss with the designated school representative what precautions are being taken to protect your child from exposure to these pesticides. Further information about the product(s) being applied, including any warnings that appear on the label of the pesticide(s) that are pertinent to the protection of humans, animals or the environment, can be obtained by calling the National Pesticide Telecommunications Network information phone number 1-800-858-7378 or the New York State Department of Health Center for Environmental Health Info line at 1-800-458-1158.”; and
 - 4. the name and contact number of the School Pesticide Representative.

Sauquoit Valley Central School District

Legal Ref.: NYS Education Law §§ 409-h, 409-k; 8 NYCRR 155.24(b); 40 CFR Part 152.25; Federal Insecticide, Fungicide, and Rodenticide Act, 7 USC §§136(mm) and 136(q)(h)(2)

Adopted: 12/14/04

Revised: 10/30/07, 10/13/26

NOTIFICATION OF PESTICIDE APPLICATION

- I. A. It is the policy of the District to incorporate generally accepted Integrated Pest Management (IPM) procedures, which include all exempt materials, as defined by Section 409-H of the Education Law (“Neighbor Notification”) for control of structural and landscape pests whenever possible.
- B. The District, in accordance with Section 409-h of the NYS Education Law, hereby establishes pesticide notification procedures in order to provide information to staff and persons in parental relation regarding pesticide applications at school facilities.
- C. The application of pesticides is subject to the Federal Insecticide, Fungicide and Rodenticide Act, School District policies and procedures, Environmental Protection Agency regulations, and state and local regulations.
- II. Procedure
 - A. Whenever possible, the application of non-exempt pesticides will be conducted when the building will be unoccupied for a continuous 72-hour period.
 - B. If it is not possible to have the building remain unoccupied for a continuous 72-hour period then a secondary option may involve an application when the building will be unoccupied for a 48-72 hour period.
 - C. If it is determined that extreme emergency conditions of pest infestation pose an immediate threat to the health and safety of students and staff an application may be authorized to be conducted when the building is unoccupied for less than 48-hours. The Superintendent will review an emergency condition recommendation, from the Supervisor of Buildings and Grounds, for authorization.
- III. Notification

The District assumes the responsibility to notify staff and students of upcoming pesticide applications.

A. Initial Annual Notice

- 1. At the commencement of each school year and summer school session, the District will provide the following information to all staff and persons in parental relation:

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NOTIFICATION OF PESTICIDE APPLICATION

- a. A statement that pesticide products may be used periodically throughout the school year or summer school session;
 - b. A statement that the District is required to maintain a list of staff and persons in parental relation who wish to receive forty-eight hour prior written notification of pesticide applications at relevant facilities, and instructions on how to register with the District to be on such a list for notification; and
 - c. The name of the District representative and contact phone number to obtain further information.
2. If a student enrolls after the beginning of the school year or summer school session, such written notification must be provided within one week of the student's enrollment.

B. 48-Hour Application Notice

1. The District will issue 48-hour advance notification prior to each non-exempt pesticide application, unless the building will be unoccupied for a continuous 72-hour period, as per Section 409-H of the Education Law, during the course of the school year or summer session. However, this advance notification will be issued only to staff and persons in parental relation who have requested it and who are maintained on the list relevant to the facility. Not less than forty-eight hours prior to the application of a pesticide at a facility, the District will provide to those on the list relevant to such facility, written notification which shall include, at a minimum the following information:
 - a. The specific date and location of the application at the relevant facility (outdoor applications may include two alternative dates in case the application cannot be made due to weather conditions);
 - b. The product name and EPA pesticide registration number;
 - c. The name and phone number of the District representative to contact for additional information;
2. This written notification must also include the following statement:

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NOTIFICATION OF PESTICIDE APPLICATION

“This notice is to inform you of a pending pesticide application to a school facility. You may wish to discuss with the designated District representative what precautions are being taken to protect your child from exposure to these pesticides. For this information contact the District Risk Management Specialist. Further information about the product(s) being applied, including any warnings that appear on the label of the pesticide(s) that are pertinent to the protection of humans, animals, or the environment, can be obtained by calling the National Pesticide Telecommunications Network Information Line at 1-800-858-7378 or the New York State Department of Health Center for Environmental Health Information Line at 1-800-458-1158.

C. Pesticide Application Summary Reports

1. The District will provide a written summary of pesticide applications to all staff and persons in parental relation within two (2) days of the end of winter and spring recess or summer school session, and within ten (10) days of the end of the school year of any pesticide applications that occurred during the time period since the previous notice was given.
2. Written summary reports provide information for the period covered since the previous written summary report. Whenever possible summary reports will be part of existing communication with staff and parents. Additionally, notices will be placed in public places where staff and student notices are normally posted.
3. Written summary reports will contain the following information:
 - a. The date and location of pesticide applications at the relevant facility,
 - b. The product name(s) and the EPA product registration number, a reminder that the District is required to maintain a list of staff and persons in parental relation who wish to receive forty-eight hour prior written notification of pesticide applications and instructions on how to register with the District to be on such a list for prior notification,
 - c. How to obtain further information about the products being applied, including any warnings that appear on the label of the

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NOTIFICATION OF PESTICIDE APPLICATION

pesticides that are pertinent to the protection of humans, animals or the environment, and

- d. The name of the District's representative and the contact phone number to obtain further information about the application.

IV. Pesticide Representative

- A. The District Risk Management Specialist is the integrated pest management coordinator. This individual also will verify to the Superintendent that the provisions of this policy have been implemented.

Sauquoit Valley Central School District
Legal Ref: Section 409-h, NYS Education Law
Adopted: 12/14/04
Revised: 10/30/07

Policy

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IMPLEMENTATION OF NYS EDUCATION LAW § 3201-b

I. Statement of Policy

- A. The Sauquoit Valley Central School District/Board of Cooperative Educational Services (the District) shall maintain a safe environment for all students in accordance with all state and federal laws, including ensuring uninterrupted access to education regardless of actual or perceived immigration status, citizenship, nationality, or country of origin of a student or their parent/person in parental relation.
- B. If necessary, the Superintendent or their designee shall develop additional Regulations or internal procedures to implement this Policy and ensure compliance with the law.

II. Designated District Official

The Superintendent or their designee is designated to handle requests from immigration authorities related to a student or their parent/person in parental relation (the Designated Official).

III. Access and Custody Protocols to Students and Student Information

A. Access to and Custody of Students

- 1. District School Personnel, as defined by NYS Education Law 3201-b, will not grant or facilitate access to students or to non-public areas of school property or facilities by any immigration authority unless presented with a valid federal judicial search or arrest warrant signed by a federal U.S. District Court or Magistrate judge.
- 2. School Personnel are prohibited from assisting immigration authorities in locating, questioning, or detaining a student absent a valid judicial warrant or court order.
- 3. Any School Personnel who receives a request from an immigration authority to enter school property and/or take custody of a student must immediately inform the Designated Official.
- 4. The Designated Official will notify the student's parent or person in parental relation unless specifically prohibited to do so. (e.g., by a judicial order).

IMPLEMENTATION OF NYS EDUCATION LAW § 3201-b

5. Upon receipt of the request from the immigration authority, and prior to any response, the Designated Official must seek guidance from the District's legal counsel.
 6. The District and legal counsel will determine whether or not the request(s) is accompanied by a valid judicial warrant or court order issued by a federal U.S. District Court. Administrative or civil immigration documents are legally insufficient and not acceptable substitutes to a valid judicial warrant or court order issued by a federal U.S. District Court or federal Magistrate judge.
- B. Access to or Sharing of Student Information
1. School Personnel are prohibited from:
 - a. Disclosing to an immigration authority the personally identifiable information (PII) of a student, student's parent or person in parental relationship to such student, including but not limited to name, social security number, physical description, associated addresses, telephone number, financial information, medical information, or place of employment or education.
 - b. Disclosing or threatening to disclose any information or records about the actual or perceived citizenship or immigration status of a student or their parent/person in parental relationship to an immigration authority except to comply with a valid court order or judicial warrant.
 2. In the event immigration authorities request student information, School Personnel shall contact the Designated Official immediately.
 3. The Designated Official must seek guidance from the District's legal counsel before proceeding. The District and legal counsel will then determine whether or not the request(s) is accompanied by a valid judicial warrant or court order issued by a federal U.S. District Court. Administrative or civil immigration documents are legally insufficient and not an acceptable substitute to a valid judicial warrant or court order issued by a federal U.S. District Court or federal Magistrate judge.
 4. The Designated Official will notify parents or guardians (if any) if federal or local law enforcement officials have requested their child's information.

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IMPLEMENTATION OF NYS EDUCATION LAW § 3201-b

5. The District and legal counsel will determine whether or not the request(s) is accompanied by a valid judicial warrant or court order issued by a federal U.S. District Court. Administrative or civil immigration documents are legally insufficient and not an acceptable substitute to a valid judicial warrant or court order issued by a federal U.S. District Court or federal Magistrate judge.
6. Following consultation with the District's legal counsel, the Superintendent or their designee will notify the New York State Education Department (NYSED) Privacy Office of receipt of such a request.

IV. Emergency Placement and Pickup Safeguards

- A. In the event that a student's parent or person in parental relation to a student is detained by an immigration authority, and/or fails to pick up a student as scheduled, School Personnel will keep the student safely on school premises until an individual authorized by the parent/person in parental relation, or an individual authorized by law, is able to pick up the student.
- B. The Designated Official shall ensure that the appropriate School Personnel will make reasonable efforts to contact all known individuals authorized to pick up the student, including but not limited to contacting any emergency contacts designated by the parent/personal in parental relation.
- C. No School Personnel will contact the Statewide Central Register for Child Abuse and Maltreatment until such reasonable efforts have been made and documented.

V. Other Prohibited Activities

- A. Access to District Property
 1. School Personnel are prohibited from granting or facilitating access to non-public areas of school property until reviewing such request with the Designated Official or Superintendent.
 2. Access will be granted by the Superintendent or the Designated Official only if a valid federal judicial search or arrest warrant (signed by a federal U.S. District Court or Magistrate judge) is presented.
- B. School Personnel are further prohibited from:
 1. Using school resources for immigration enforcement purposes.

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IMPLEMENTATION OF NYS EDUCATION LAW § 3201-b

2. Inquiring about or collecting information from a student, student's parent, or person in parental relation to such student with respect to such person's citizenship, immigration status, nationality, or country of origin, except:
 - a. To comply with a valid court order or judicial warrant;
 - b. As needed to administer a public program or benefit sought by such person;
 - c. When registering an individual to vote and other election related matters; or
 - d. As otherwise required by law.
3. Designating immigration status, citizenship, nationality, or national origin as directory information under the Family Educational Rights and Privacy Act (FERPA).
4. Employing registration and enrollment requirements or procedures that have the intent or effect of disproportionately delaying or denying the enrollment of non-citizen students.
5. Using an immigration authority as an interpreter or translator for law enforcement matters relating to individuals that schools or school personnel interact with as part of their employment duties.
6. Using an immigration authority as interpreters or translators for any law enforcement matters involving individuals they interact with during the course of their employment duties.

VI. Parental and Community Notification(s)

The Designated Official will notify parents and persons in parental relationship regarding the statutory rights, privacy protections, and safety safeguards afforded to students and families under the law by placing it on the district's web page.

Sauquoit Valley Central School District

Legal Ref.: NYS Education Law § 3201-b

Cross Ref.: 0015, Prohibition of Discrimination, Harassment, and Bullying; 1010, Code of Conduct; 7080, Education Records

Adopted: 10/13/26

FUNDRAISING AT SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT K-12

I. Definition

Any school organization that raises monies through the sale of goods or services is considered a fundraising activity.

II. Allowances

- A. During a Fiscal Year (July 1 - June 30) each organization (sport, club and class) shall be allowed only one major fundraiser with the exception of two fundraising activities for the music department and seniors.
- B. Overlapping fundraisers are allowed to benefit Classes.
- C. Additionally, each organization is allowed one of the following fundraisers: a bottle drive, car wash, dance, or other approved one day event that does not involve a pre-sale campaign (i.e kids night out).

III. General Rules/Procedures

- A. All requests for fundraising must be completed by the advisor/coach and channeled through the High School Student Council by use of the Fundraising Request Form (internally used Google document similar to Regulation 7033.1). Form must also be completed and submitted by any group raising funds that will be donated to an outside organization (i.e. Relay for Life, American Heart Association, etc.).
- B. Student Council will maintain a calendar to avoid conflicts. Calendars will be posted in all three buildings; as well as, online.
- C. Major fundraisers should be a minimum of 35% or better in profits (candles, pies, etc...).
- D. All proceeds from fundraising activities must be deposited in a student activity account in the appropriate school office within two days of receipt of money.
- E. Solicitation of local businesses may be subject to review by the Superintendent.
- F. Sports Boosters will have first access to run concession stands and 50/50 raffles with Student Council responsible for back-up.
- G. If a fundraising event is used to purchase a product that will not become property of the District, the coach/advisor must devise a letter for each student in the club or on

FUNDRAISING AT SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT K-12

the team to present to potential donators specifying what the donated funds will be used for.

- H. Failure to follow guidelines will result in forfeiture of fundraising opportunities in the year following the infraction. Monies raised for fundraiser conducted are not forfeited and may remain with the group/team.
- I. The coach or advisor will oversee the fundraising activity to insure the student's safety and compliance with fundraising rules and procedures.
- J. The coach or advisor will review the rules and procedures with participants (including parents) prior to the fundraising activity.
- K. The same product cannot be sold by another group or organization in the same school year. Likewise, the same or similar fundraiser event (i.e. pancake breakfast) may be conducted more than once in a school year provided there is a minimum of two months between such events.
- L. Unsolicited monies donated to a specific activity/team to be used at the discretion of the activity/team's leadership would not be considered as fundraising activity.
- M. Any solicitation of funds for sponsorship or advertising is considered a fundraising activity and would be considered a major fundraising activity as previously defined in Section II, A (Allowances).
- N. Student Council Advisor will make sure school organizations are aware of fundraising protocol and Athletic Director will do the same for coaches.
- O. School clubs are to declare what fundraising event they wish to conduct, and when they wish to conduct it, with at least a two-week notice. Athletic teams should do the same if known, or notify Student Council as soon as possible when they know they are conducting a fundraising event.

Sauquoit Valley Central School District

Adopted: 08/22/01

Reviewed: 04/12/05

Revised: 11/13/07, 09/02/10, 04/25/17, 06/20/17, 9/12/23, 10/13/26

Regulation

STUDENTS

7033.1

FUNDRAISING REQUEST FORM

Name of Organization: _____

Advisor Name: _____

Type of Fundraiser: _____

Purpose/Reason for Fundraiser: _____

Date(s) Requested: _____

Alternate Date: _____

Will this fundraiser meet the 35% minimum profit requirement? _____

Advisor Signature: _____

TO BE COMPLETED BY STUDENT COUNCIL

Approval: YES NO

If not, why? _____

Student Council President Signature: _____

Date: _____

Student Council Advisor Signature: _____

Date: _____

Sauquoit Valley Central School District

Approved by Superintendent: 9/12/23*

Adopted: 08/16/01, 11/13/07

Reviewed: 04/12/05, 10/13/26

Revised: 06/20/17

Rescinded by Board: 9/12/23

REQUIRED DRILLS

I. Statement of Policy

- A. The Sauquoit Valley Central School District (the District) shall provide instruction and training on emergency procedures under the District-Wide School Safety Plan and each of its Building-Level Emergency Response Plans in accordance with New York State Education Law §807 and applicable regulations.
- B. All drills held within the District shall meet the following criteria:
 - 1. Be conducted in a trauma-informed, developmentally, and age-appropriate manner;
 - 2. Not include props, actors, simulations, or other tactics intended to mimic a school shooting, incident of violence, or other type of emergency;
 - 3. Occur after the annual training in emergency procedures has been provided to staff and students;
 - 4. The Principal or other administrator of each building will instruct and train students on appropriate emergency responses through drills, in the event of a sudden emergency;
 - 5. Except for evacuation drills, an announcement must be made to students and staff that the activities being conducted are a drill.
 - 6. Advance notification of all drills will be made to parents or persons in parental relation within one (1) week before each drill.

II. Required Drills

The District will practice its emergency preparedness procedures as outlined in its School Safety Plan and Building-Level Emergency Response Plan(s) in cooperation with law enforcement, local fire departments, emergency response and preparedness officials, and other first responders throughout each school year. These procedures shall include the following required drills:

A. Evacuation Drills

- 1. Evacuation Drills shall be conducted with students eight (8) times during each school year. Drills shall be conducted on different days of the week and different times of the school day.
- 2. Six (6) of the eight (8) drills will be held between September 1st and December 31st of each year. The first evacuation drill must occur within ten (10) days of the beginning of classes.

REQUIRED DRILLS

3. Four (4) of the eight (8) drills will be through the use of the fire escapes on buildings (where provided) or through the use of secondary exit pathways, such as different corridors, hallways, stairways, and exit doors.
4. Students will be instructed in the procedures to be followed if a fire occurs during the lunch period or assembly, unless a drill is held during lunch period or assembly.
5. Two (2) additional drills shall be held during summer school in buildings where summer school is conducted, and one (1) drill shall be held during the first week of summer school.

B. Lockdown Drills

Lockdown drills will be conducted with students four (4) times during each school year. Drills shall be conducted at different times of the school day.

1. Two (2) of the four (4) drills will be held between September 1st and December 31st of each year. Remaining drills should be conducted between January 1st and June 30th of each year.
2. Students will be instructed in the procedures to be followed if an emergency occurs during the lunch period or assembly, unless a drill is held during lunch period or assembly.

C. Emergency Dismissal Drill

One (1) Emergency Dismissal drill will be conducted fifteen (15) minutes earlier than the normal dismissal time to test the District emergency response procedures.

D. Bus Emergency Drills

1. The District will conduct a minimum of three (3) emergency drills to be held on each school bus during the school year.
 - a. The first drill is to be conducted during the first seven (7) days of school;
 - b. The second drill between November 1st and December 31st; and
 - c. The third drill between March 1st and April 30th.
2. No drills shall be conducted by a District bus driver while on route.

REQUIRED DRILLS

3. Each drill shall include instruction in all topics mandated by New York State law and the Commissioner's Regulations including but not limited to:
 - a. Safe boarding and exiting procedures;
 - b. The location, use and operation of the emergency door, fire extinguishers, first aid equipment and windows as a means of escape in case of a fire or accident; and
 - c. Orderly conduct as bus passengers.
4. Students who do not participate in bus drills, such as those who walk to school, will be provided with classroom instruction covering the content of bus drills.
5. Verbal bus mini drills should be conducted for students prior to the beginning of every sports or activity trip.
6. Instruction on Use of Seat Belts

All students who are transported on such a bus, whether owned, leased, or by contract, will receive instruction on the use of safety belts at least three (3) times a year. The instruction shall include:

- a. Proper fastening and release of seat safety belts;
- b. How to place seat safety belts;
- c. When seat safety belts should be fastened and released; and
- d. Placement of seat safety belts when not in use.

III. Notifications & Reporting Requirements

A. After-School Programs

The Building Principal or their designee shall require those in charge of after-school programs, events, or performances to announce the procedures to be followed in the event of an emergency at the beginning of such programs.

B. Annual Fire Inspection

The Superintendent or their designee shall ensure that the annual fire inspection required by Education Law is conducted, and that all reports are filed, Certificate of Occupancy is posted in a conspicuous area, and notices published as required by New York State law and regulation.

POLICY

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REQUIRED DRILLS

IV. Implementation

The Superintendent may develop additional administrative regulations or internal procedures to implement the requirements of this Policy or any modifications to the current laws or regulations. Any administrative regulations or internal procedures shall be consistent with the District-Wide School Safety Plan and each Building-Level Emergency Response Plan.

Sauquoit Valley Central School District

Legal Ref: NYS Education Law §§ 807, 807-a, 808, 2801-a and 3623; 8 NYCRR §§ 155.17, 156.3; 2025 Fire Code of New York State (2025 FCNY)

Cross Ref: 5010, District-Wide Safety Plan and Building Level Emergency Response Plans

Adopted: 10/13/26

Sauquoit Valley Central School District

SUPERINTENDENT'S REGULATION

PERSONNEL

6019.1

SAUQUOIT VALLEY CENTRAL SCHOOL VOLUNTEER ASSISTING A COACH

Thank you for your interest in being a volunteer at Sauquoit Valley Central School. Please provide the following information.

Name: _____

Address: _____

Home Telephone Number: _____

Work Telephone Number: _____

Days and times that I am available to assist the coach:

My strengths and areas of interest are: _____

Volunteers at Sauquoit Valley Central School are expected to:

- _____ check in and out with the coach for practices and games.
- _____ conduct themselves properly at all times and be a role model for the student athletes.
- _____ arrive on time to assigned area.
- _____ maintain confidentiality.
- _____ share any concerns regarding the volunteer program or individual student athletes with the coach or Athletic Director/Girls Coordinator.
- _____ Acknowledge receipt and abide by the Equal Opportunity and Nondiscrimination Policy

I agreed to abide by the expectations outlined.

Signature

Date

This regulation replaces all prior versions.

Date approved by Superintendent

Superintendent's Signature

UNPAID COACHES

I. Statement of Policy

The Board of Education (the Board) recognizes that at times it may be appropriate for the Board to appoint an unpaid coach to assist a regular coach in the conduct of interscholastic sports within the Sauquoit Valley Central School District (the District).

- A. A potential unpaid coach will be presented by the regular coach to the Athletic Director for screening by the Athletic Director and the Building Principal.
- B. Once appointed by the Board, it is the policy of the Board that the unpaid coach will work under the supervision of a regular coach at all times. An unpaid coach may not assume sole responsibility for student athletes at any time.
- C. The regular coach will introduce the unpaid coach to the student athletes and their parents in person or in writing.
- D. An unpaid coach must possess and maintain a valid Red Cross Basic Adult CPR Card.
- E. The Board delegates the Athletic Director in consultation with the appropriate Building Principal, the right to terminate the services of an unpaid coach with or without the recommendation of the regular coach. The Board shall be informed of any such termination and the reason.
- F. Unpaid coaches must abide by the District Code of Conduct (Policy 1010).