

**MUNICIPAL COOPERATIVE AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
WALLKILL CENTRAL SCHOOL DISTRICT
FOR THE PROVISION OF DEPUTY SHERIFFS**

THIS MUNICIPAL COOPERATIVE AGREEMENT ("Agreement"), dated July 1, 2021, is entered into by the **COUNTY OF ORANGE**, a municipal corporation organized and existing under the laws of the State of New York, with offices at 110 Wells Farm Road, Goshen, New York, 10924 ("County"), by and through its Orange County Sheriff's Office ("OCSO" and OCSO may be included in references to County), and the **WALLKILL CENTRAL SCHOOL DISTRICT**, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 1500 Route 208, PO Box 310, ("School District"). The County and School District are hereinafter individually referred to as a "Party" and collectively, the "Parties."

WHEREAS, School District is desirous of obtaining the services of Deputy Sheriffs employed by the County on a part-time basis to promote the goals and objectives set forth in this Agreement ("School Safety Program"); and

WHEREAS, the County is willing to provide such services on the terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual provisions and covenants recited herein, it is hereby agreed by and between the County and the School District as follows:

1. **INCORPORATION OF RECITALS.** The Recitals set forth above are true and correct and are hereby incorporated into this Agreement as if set forth at length herein.
2. **GOALS AND OBJECTIVES.** School District and County, in conjunction with the OCSO, establish the following goals and objectives for the School Safety Program:
 - a. To assist in maintaining a safe campus environment that will be conducive to learning at the School District campus(es);
 - b. To create unity between law enforcement and School District officials;
 - c. To improve relationships between law enforcement, school, community and the students of the School District;
 - d. To serve as consultants to the School District's staff, parents, and students on safety matters, and any other matters that will provide a better environment for the students and the teachers to pursue their respective tasks; and
 - e. For law enforcement to serve as role models for students.
3. **PROVISION OF DEPUTY SHERIFFS.**
 - a. **PROVISION OF DEPUTY SHERIFFS.** On the terms and conditions set forth in this

Agreement, the County, through OCSO, will provide a sufficient number of part-time Deputy Sheriffs (each of which will work no more than nineteen (19) hours per week) necessary to provide coverage at the following School District campus(es) ("Campus") during the September through June school year annually ("School Year") and/or the extended school year of July through August ("Extended School Year"):

CAMPUS NAME	ADDRESS	SCHOOL YEAR (check if applicable)	EXTENDED SCHOOL YEAR (check if applicable)
Leptondale Elementary School	48 Mill Street, Wallkill, NY 12589	✓	

- b. NON-EXCLUSIVITY. The Deputy Sheriffs participating in the School Safety Program may perform other duties for the County and/or OCSO when not participating in the School Safety Program.
- c. QUALIFICATIONS. Those Deputy Sheriffs participating in the School Safety Program shall be sworn Deputy Sheriffs, and possess the requisite knowledge, experience, training, education, appearance, attitude, communications skills and demeanor.
- d. SELECTION. The Deputy Sheriffs participating in the School Safety Program will be chosen by the Orange County Sheriff (or his/her designee) and subject to removal for cause on mutual agreement of the School District and the OCSO in accordance with the terms and conditions of this Section 3(d). If the Superintendent of the School District (or his/her designee) is dissatisfied with the performance of a Deputy Sheriff's duties and/or responsibilities hereunder, the Superintendent of the School District shall notify the Orange County Sheriff (or his/her designee) and request a meeting to discuss the basis of the dissatisfaction. If the issue(s) raised by the School District Superintendent are not satisfactorily resolved during this meeting, the Superintendent of the School District (or his/her designee) may request that the Deputy Sheriff be reassigned and request that another individual be assigned to serve in that position, which request will be accommodated if the OCSO's staffing can accommodate such reassignment; otherwise School District may terminate this Agreement for convenience in the manner provided for in Section 16(b) hereof.
- e. EMPLOYMENT STATUS; DISCIPLINE; CHAIN OF COMMAND OF DEPUTY SHERIFFS. The Deputy Sheriffs participating in the School Safety Program are employees of the County and remain responsive to the OCSO chain of command. Deputy Sheriffs participating in the School Safety Program are governed by Office Rules and Regulations relating to Orange County Deputy Sheriffs. The Orange County Sheriff (or his/her designee) will oversee all issues of discipline and hear all complaints with regard to the individuals serving as a Deputy Sheriff in the School Safety Program. The County and OCSO possess all authority with respect to the Deputy Sheriffs' employment status, civil service laws and the governing collective bargaining agreement(s).

- f. EMERGENCY REASSIGNMENTS. In the event of an emergency, in the sole and absolute opinion of the Orange County Sheriff (or his/her designee), the Deputy Sheriffs participating in the School Safety Program may be temporarily reassigned by the OCSO.

4. **TYPICAL WORK DUTIES.** The Deputy Sheriffs participating in the School Safety Program are responsible for maintaining order and providing security in and around the School District Campus. The Deputy Sheriffs participating in the School Safety Program shall provide a police presence at the Campus to promote an atmosphere of enhanced school safety for faculty, staff, students and parents in the District while working collaboratively with the School District's security personnel. Non-criminal disciplinary matters will remain the province of the School District and the Deputy Sheriffs will not be involved in such matters except to the extent that the Deputy Sheriffs' presence is needed to maintain a safe school environment. The typical work duties of the Deputy Sheriffs participating in the School Safety Program include, but are not limited to the following:

- a. Providing security by standing in and patrolling the Campus, including the Campus' interior spaces as well as immediate outside areas;
- b. Protecting and guarding employees, students, visitors and the general public in and around the Campus;
- c. Physically restraining unruly individuals, as needed;
- d. Providing general information to visitors and the general public on the Campus;
- e. Checking identification and other necessary documents, as needed;
- f. Safeguarding the School District's public property;
- g. Providing assistance in emergency situations;
- h. Maintaining and updating records as required by this Agreement;
- i. Preparing activity and incident reports;
- j. Distributing and posting appropriate documents and materials;
- k. Provide escort to and from Campus buildings and facilities, as needed, when requested by School District; and
- l. Performing a variety of activities related to (a) through (k) above.

5. **DESIGNATION OF SINGLE POINTS OF CONTACT.**

- a. SCHOOL DISTRICT SINGLE POINT OF CONTACT. School District hereby designates the following individual as the School District's administrative single point of contact

(“School District SPOC”) for recordkeeping communications under this Agreement as contemplated in Section 8 hereof:

i. School District SPOC:

1. Name: Brian Devincenzi
2. Title: Assistant Superintendent for Support Services
3. Email: BDevincenzi@wallkillcsd.k12.ny.us
4. Phone: 845-895-7102

b. OCSO SINGLE POINT OF CONTACT. The OCSO hereby designates the following individual as the OCSO’s administrative single point of contact (“OCSO SPOC”) for recordkeeping communications under this Agreement as contemplated in Section 8 of this Agreement:

i. OCSO SPOC:

1. Name: Alicia Albertson
2. Title: Secretary/Administrative Assistant
3. Email: aalbertson@orangecountygov.com
4. Phone: 845-615-3904

6. **COMPENSATION OF DEPUTY SHERIFFS BY COUNTY.** The County shall pay the Deputy Sheriffs who participate in the School Safety Program all wages and/or fringe benefits earned by them as evidenced by records maintained in accordance with Section 8 of this Agreement together with all taxes and other government mandated charges related to those wages and fringe benefits, if any. At all times during the Term (as defined in Section 15 hereof), the County shall be the sole employer of the Deputy Sheriffs. As the employer, the County will: (i) maintain all necessary personnel and payroll records for the Deputy Sheriffs; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to the Deputy Sheriffs; and (v) provide workers’ compensation, disability insurance, unemployment insurance and other insurance coverage to the extent and in such amounts as required by law or contract.

7. **SCHOOL DISTRICT REIMBURSEMENT OF COMPENSATION PAID BY COUNTY AND PAYMENT TERMS.** School District will reimburse the County for all costs paid to, or on behalf of, the Deputy Sheriffs that participate in the School Safety Program that are assigned to the School District’s campus(es), including all wages, fringe benefits, taxes and other government mandated charges related to those wages and fringe benefits. School District shall pay the County on any invoices it receives pursuant to Section 8(c)(iii) net thirty (30) calendar days from receipt of invoice from the County.

8. **RECORDKEEPING AND INVOICING.**

a. SCHOOL DISTRICT CALENDAR. No later than July 1st annually during the Term of this Agreement (or upon full execution of this Agreement should full execution occur after July 1st of the year in which this Agreement is fully executed), the School District SPOC shall email to the OCSO SPOC the School District’s calendar for the upcoming school year.

- b. CHANGES TO SCHOOL DISTRICT CALENDAR AND CLOSINGS. As soon as reasonably practicable, but no later than two (2) business days following a change in the School District calendar provided to the OCSO SPOC in accordance with Section 8(a) above, the School District SPOC shall notify the OCSO SPOC of changes in the School District calendar. Changes in the School District calendar include, but are not limited to closings, delays, and/or early dismissals for weather in addition to added or deleted dates of attendance on the School District calendar. School District acknowledges and agrees that the Deputy Sheriffs participating in the School Safety Program assigned to the School District's campus(es) will work an eight (8) hour day unless the School District SPOC provides written notice to the OCSO SPOC by email of a change in the calendar as contemplated above. Further, if an event or incident requires the Deputy Sheriffs to remain on campus more than eight (8) hours in a day, the School District SPOC will report such activity in an email to the OCSO SPOC within two (2) business days of the day on which the Deputy Sheriff worked the additional hours.
- c. TIMEKEEPING RECORDS.
 - i. School District Timekeeping. The School District shall maintain for its records a timekeeping system, whether it is electronic or manual timesheets, that tracks each Deputy Sheriff's time worked at the School District's campus(es).
 - ii. Deputy Sheriff Reporting. The OCSO will require the Deputy Sheriffs participating in the School Safety Program to track their hours worked at the School District using Excel in a sheet approved by the OCSO, which Excel sheet will be emailed by each such Deputy Sheriff to their immediate supervisor, the OCSO SPOC and the School District SPOC on a biweekly basis consistent with the County's payroll periods.
 - iii. OCSO Invoicing of School District. The OCSO SPOC will invoice the School District quarterly in arrears for all costs of the Deputy Sheriffs that participate in the School Safety Program and are assigned to the School District, including all wages and fringe benefits paid to said Deputy Sheriffs and all taxes and other government mandated charges related to those wages and fringe benefits, if any as contemplated by Section 6 hereof. Such invoices will be emailed by the OCSO SPOC to the School District SPOC.

9. TACTICAL WEAPONS.

- a. ISSUANCE OF WEAPONS. OCSO may issue the Deputy Sheriffs tactical weapons for use while participating in the School Safety Program. Such weapons will be maintained consistent with the OCSO Office's Rules and Regulations. County will maintain insurance coverage for the tactical weapons. Upon School District's written request, the County will provide School District with a certificate of insurance evidencing the insurance coverage for the tactical weapons.
- b. DOCUMENTATION RELATED TO TACTICAL WEAPONS. School District may request documentation regarding the tactical weapons, which documentation shall not be unreasonably withheld. Loading and unloading of the tactical weapons will be done only

in designated areas by the Deputy Sheriff(s). The tactical weapons will be examined and cleaned at least once a month. If any problems with any of the tactical weapons are discovered during that examination, it will be immediately reported to the OCSO and School District. A full inspection of each tactical weapon will be conducted annually by a designee of the OCSO to determine its condition, safety, and reliability. Any tactical weapon found to be broken, worn or missing parts will be removed from service until repaired or replaced. Documentary proof of said monthly examinations and inspection shall be provided to School District upon its written request.

10. **TRAINING OF DEPUTY SHERIFFS.** OCSO shall provide in-service training to the Deputy Sheriffs participating in the School Safety Program to enable the Deputy Sheriffs assigned to the School District's campus(es) to function efficiently. School District shall train the Deputy Sheriffs on school policies, Family Educational Rights and Privacy Act ("FERPA"), applicable regulations and procedures all as may be amended during the Term of this Agreement, and may provide training in other matters relating to students and their safety.
11. **COUNTY VEHICLES; REIMBURSEMENT.** If School District requests a County vehicle for use by the Deputy Sheriffs participating in the School Safety Program at the School District campus(es), School District shall be responsible for all costs for the use and operation of such vehicle, which includes, but is not limited to, all costs associated with use, maintenance, fuel, and repairs ("Vehicle Operational Costs.") All requests for a vehicle for use by the Deputy Sheriffs shall be made by School District in writing by email to the OCSO SPOC and are subject to the approval of the Orange County Sheriff (or his/her designee). School District agrees to reimburse the County for all Vehicle Operational Costs. Reimbursement for such Vehicle Operational Costs shall be made by School District to the County net thirty (30) calendar days from receipt of invoice from the OCSO SPOC.
12. **MATERIALS AND FACILITIES PROVIDED BY SCHOOL DISTRICT.** School District shall provide the Deputy Sheriffs participating in the School Safety Program with the following materials and facilities during the Term (as defined in Section 15 of this Agreement):
 - a. Access to a properly lit private office equipped with a desk with drawers, chair, filing cabinet, office supplies, and a computer with Internet service and email, which office as equipped shall only be used only when performing duties in furtherance of this Agreement; and
 - b. A location where files and records may be stored, which location can be locked and secured.
13. **INSURANCE.** The School District and the County each agree to maintain during the Term of this Agreement, at their respective sole cost and expense, a general comprehensive liability insurance policy covering personal injury and property damage in the amount of FIVE MILLION (\$5,000,000.00) DOLLARS. Upon the written request of a Party, the other Party will provide certificates of insurance evidencing such coverage.
14. **INDEMNIFICATION.**
 - a. **BY THE COUNTY.** To the fullest extent permitted by law, the County shall protect, indemnify and hold harmless School District, its employees and agents, from and against any and all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs

and expenses (including, without limitation, attorneys' fees and expenses) imposed upon, or incurred by, or asserted against School District, resulting from, arising out of, or relating to the County's performance of this Agreement, except when such liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses arise solely out of the conduct or omission of School District, its employees and agents.

- b. BY SCHOOL DISTRICT. To the fullest extent permitted by law, School District shall protect, indemnify and hold harmless the County, its employees and agents, from and against any and all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon, or incurred by, or asserted against the County, resulting from, arising out of, or relating to the School District's performance of this Agreement, except when such liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses arise solely out of the conduct or omission of the County, its employees and agents.
- c. SURVIVAL. The obligations under this Section 14 shall survive any expiration or termination of this Agreement and shall not be limited by any remuneration herein or insurance coverage.

15. TERM. Subject to Section 16 hereof, this Agreement shall be effective for a period of three (3) years commencing July 1, 2021 and ending June 30, 2024 ("Term").

16. TERMINATION.

a. TERMINATION FOR DEFAULT.

- i. Default; Opportunity to Cure. If either Party fails to perform, keep or observe any material term, provision, condition, covenant or agreement of this Agreement, the other Party may consider that Party to be in default (unless a Force Majeure causes the failure as contemplated by Section 18(c) of this Agreement) and may assert a default claim by giving the defaulting Party a written and detailed notice of default delivered in the manner provided for in Section 18(a) hereof. Except for a default by School District for failing to timely pay any amount when due under this Agreement, which the School District shall have ten (10) calendar days after delivery of the written notice of default for non-payment to cure, the defaulting Party will have thirty (30) calendar days after delivery of the notice of default in accordance with Section 18(a) hereof to cure said default. If the default is not curable within thirty (30) calendar days after delivery of the notice of default, the defaulting Party must provide the other Party with a written and detailed cure plan, which plan shall be delivered in the manner provided in Section 18(a) hereof. The defaulting Party will begin implementing the cure plan immediately after delivery of written notice (with delivery being determined in accordance with Section 18(a) hereof) by the non-defaulting Party that it approves the plan. In the event the Parties cannot agree upon a cure plan despite good faith efforts, the non-defaulting Party may deliver in the manner provided for in Section 18(a) hereof a written notice of termination effective ten (10) calendar days from the date of delivery (with delivery being determined in accordance with Section 18(a) hereof).

ii. Failure to Cure; Termination for Default. If the defaulting Party fails to cure the default as provided in Section 16(a)(i) above, unless otherwise agreed to in writing signed by both Parties, the non-defaulting Party may immediately terminate this Agreement.

b. TERMINATION FOR CONVENIENCE. In addition to termination for default as provided in Section 16(a), either Party may, on ninety (90) calendar days prior written notice to the other Party delivered in the manner provided for in Section 18(a) hereof terminate this Agreement at any time for its convenience. In the event School District terminates this Agreement under this Section 16(b), School District will pay the County all amounts due and owing for the use of Deputy Sheriffs in the School Safety Program through the date of such termination.

17. SEXUAL HARASSMENT CERTIFICATION. Pursuant to the New York State Finance Law §139-1, by execution of this Agreement, the School District and the individual signing this Agreement on behalf of the School District certifies, under penalty of perjury, that the School District has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found in its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

<https://www.orangecountygov.com/1137/Human-Resources>.

18. GENERAL PROVISIONS.

a. NOTICE PROVISION. Except for those recordkeeping communications exchanged between the School District SPOC and the OCSO SPOC as contemplated by Sections 8 and 11 of this Agreement, all notices, consents, demands, requests, approvals, or any other communications required or permitted to be given under this Agreement by one Party to the other Party shall be made in writing, and shall be deemed to have been given on the date of delivery or refusal if personally served on the Party to whom notice is to be given; or on the next business day, if sent prepaid to the Party to whom notice is to be given, by overnight mail from a nationally recognized private courier providing evidence of receipt and properly addressed; or on the third business day after mailing, if mailed to the Party to whom notice shall be given by First Class, Certified Mail, postage prepaid and properly addressed to the following:

If to School District:

Wallkill Central School District
1500 Route 208
PO Box 310

Wallkill, NY 12589

If to County:

COUNTY OF ORANGE
Orange County Sheriff's Office
110 Wells Farm Road
Goshen, New York 10924
Attn: Undersheriff

With a copy to:

COUNTY OF ORANGE
255 Main Street
Goshen, New York 10924
Attn: County Attorney

and/or to such other addresses and/or addressees as may be designated by notice given in accordance with the provision of this Section 18(a).

b. COMPLIANCE WITH LAWS.

- i. Applicable Laws. In connection with the performance of this Agreement, the County and School District will comply with all applicable laws, regulations and orders, including, but not limited to, equal employment opportunity laws and regulations, the Fair Labor Standards Act, Education Law, and Labor Law of the State of New York, all as may be amended during the Term.
- ii. Confidentiality Laws. In connection with the performance of this Agreement, the County and School District will comply with all applicable federal and state confidentiality statutes, including, but not limited to, FERPA to the same extent that FERPA must be complied with by School District, and New York Education Law §2-d in the manner provided for in the attached Education Law 2-d Addendum, a copy of which is attached hereto and made a part hereof. The obligation to treat confidentially the information protected by FERPA and New York Education Law §2-d that is obtained by the County in performing this Agreement shall survive the expiration or termination of this Agreement.

c. FORCE MAJEURE. A Party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

d. NO ASSIGNMENT. Neither Party shall assign, transfer, subcontract, or convey any of its rights, obligations or interests under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Copies of all documentation pertaining to any assignment, transfer, subcontract, or conveyance of this

Agreement shall be provided to the other Party. Any assignment, transfer, subcontract, conveyance, or other disposition without such prior written consent shall be void.

- e. WAIVER. The failure of either Party to insist in any one or more instance upon the strict performance of any one or more of the obligations under this Agreement, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach or omission.
- f. SEVERABILITY. In the event any provision of this Agreement shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
- g. HEADINGS FOR REFERENCE ONLY. Headings and subheadings in this Agreement are included for convenient of reference only and shall not to be considered in construing the corresponding text of this Agreement.
- h. AMENDMENTS. This Agreement may only be modified by mutual consent of the County and School District, and any such modification shall be in writing.
- i. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of New York. Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Parties, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.
- j. SIGNATURES. A manually signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.
- k. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Parties concerning the subject matter hereof and all previous communications between the Parties, whether written or oral, with reference to the matter of this Agreement, are hereby superseded.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the date set forth below.

COUNTY OF ORANGE

WALLKILL CENTRAL SCHOOL DISTRICT

By: _____
Stefan ("Steven") M. Neuhaus
County Executive

By: _____
Joseph LoCicero
School Board President

Date: _____

Date: _____

ADDENDUM AGREEMENT

*Regarding
Data Privacy and Security
In Accordance with Section 2-d of the New York Education Law*

This is an addendum (the "Addendum") to that Municipal Cooperative Agreement, dated July 1, 2021 ("Original Agreement"), entered into by between **County of Orange**, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 110 Wells Farm Road, Goshen, NY 10924 ("Contractor"), and **Wallkill Central School District**, whose principal administrative offices are located at 1500 Route 208, Wallkill, NY 12589 ("WCSD" or "School District"). Upon being executed by Contractor's and WCSD's authorized representatives, this Addendum shall be deemed to have been in full force and effect as of July 1, 2021.

WHEREAS, WCSD is an educational agency within the meaning of New York State Education Law Section 2-d ("Section 2-d"), and Contractor is a third-party contractor within the meaning of Section 2-d; and

WHEREAS, Contractor and its authorized officers, employees and agents may have access to "student personally identifiable information," "student data" and/or "teacher or principal data" regulated by Section 2-d; and

WHEREAS, the provisions of this Addendum are intended to comply with Section 2-d in all respects.

NOW, THEREFORE, it is mutually agreed that the Original Agreement is hereby amended in accordance with this Addendum, as follows:

1. Confidential Data

1.1 Contractor agrees that in performing the Original Agreement with the WCSD, Contractor may have access to personally identifiable information as defined in Section 2-d ("PII"), including student data and teacher or principal data, as such terms are defined under Section 2-d whether in written, electronic, or oral form made known to Contractor by WCSD or developed or maintained by Contractor through any activity related to the Original Agreement (collectively, "Confidential Data").

1.2 Contractor agrees to comply with changes in Section 2-d and its regulations and relevant WCSD policy that may change during the term of the Original Agreement on the later of: (i) five (5) calendar days from receipt of such changes or relevant policy in writing from WCSD or the (ii) the effective date of such changes.

1.3 Upon expiration of the Original Agreement to which this Addendum applies, without a successor agreement in place, Contractor shall assist WCSD in exporting all Confidential Data previously received by Contractor from WCSD or developed on behalf of WCSD, and Contractor shall, at the request of WCSD, either securely delete any such Confidential Data remaining in Contractor's possession or return the Confidential Data to the WCSD. If Confidential Data is to be maintained by Contractor for any lawful purpose, such data shall remain in an encrypted format

and shall be stored on systems maintained by Contractor in a secure data facility located within the United States.

1.4 To the extent all Confidential Data is not returned to WCSD at the time of expiration or earlier termination of the Original Agreement, the parties further agree that the terms and conditions set forth in this Section 1 and all of its subparts shall survive the expiration and/or termination of the Original Agreement.

2. Challenges to Confidential Data

In the event that a student's parent or an eligible student wishes to challenge the accuracy of student data (pertaining to the particular student) that may include records maintained, stored, transmitted, and/or generated by Contractor pursuant to the Original Agreement, the challenge will be processed in accordance with the procedures of WCSD.

A teacher or principal who wishes to challenge the accuracy of data pertaining to the teacher or principal personally, which is disclosed to Contractor pursuant to the Original Agreement, shall do so in accordance with the procedures for challenging annual professional performance review data, as established by WCSD.

3. Training

In accordance with Section 10 of the Original Agreement, WCSD shall train the Deputy Sheriffs (as such term is defined in the Original Agreement) and any of the Contractor's officers, employees, and/or assignees who may have access to Confidential Data pursuant to the Original Agreement on the federal and state laws governing confidentiality of the Confidential Data, prior to obtaining access or any further access to such Confidential Data.

4. Use/Disclosure of Confidential Data

4.1 Contractor shall not sell or use for any commercial Confidential Data that is received by Contractor pursuant to the Original Agreement or developed by Contractor to fulfill its responsibilities pursuant to the Original Agreement.

4.2 Contractor shall use the Confidential Data solely for the exclusive purpose of and limited to that necessary for the Contractor to perform the duties and services required under the Original Agreement. Such services include, but are not limited to performing services consistent with the school safety program for WCSD. Contractor shall not collect or use Confidential Data of the WCSD for any purpose other than those explicitly authorized in this Addendum or the Original Agreement.

4.3 Contractor shall ensure, to the extent that it comes into possession of Confidential Data pursuant to the Original Agreement, that it will not share Confidential Data with any additional parties, including an authorized subcontractor or non-employee agent, without prior written consent of the WCSD.

5. Contractor's Additional Obligations under Section 2-d and this Addendum

Contractor acknowledges that it has the following obligations with respect to Confidential Data received through its relationship with WCSD pursuant to the Original Agreement, and any failure to fulfill these obligations shall be a breach of the Original Agreement. Contractor shall:

- comply with Exhibits “A” and “B” to this Addendum, as required Section 2-d, the Parents’ Bill of Rights for Data Privacy and Security developed by the WCSD and Addendum to the Parents’ Bill of Rights for Data Privacy and Security developed by the WCSD;
- to the extent Contractor receives Confidential Data, store all such Confidential Data transferred to Contractor pursuant to the Original Agreement by WCSD, in an electronic format on systems maintained by Contractor in a secure data facility located within the United States or hard copies under lock and key;
- limit internal access to Confidential Data to Contractor's officers, employees and agents who are determined to need such access to such Confidential Data to perform the services set forth in the Original Agreement;
- not disclose Confidential Data to any other party who is not an authorized representative of Contractor using the Confidential Data to carry out Contractor's obligations under the Original Agreement, unless: (I) the other party has the prior written consent of the applicable student's parent or of the eligible student; or (II) the other party has the prior written consent of the applicable teacher or principal; or (III) the disclosure is required by statute or court order, and notice of the disclosure is provided to WCSD no later than five (5) business days before such Confidential Data is required or disclosed unless such notice is expressly prohibited by the statute or court order;
- use reasonable administrative, technical and physical safeguards that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices, including but not limited to encryption, firewalls and password protection as specified by the Secretary of the United States Department of HHS in any guidance issued under P.L. 111-5, Section 13402(H)(2), to protect the security, confidentiality and integrity of Confidential Data of the WCSD while in motion or in custody of Contractor from unauthorized disclosure;
- not mine Confidential Data for any purposes other than those agreed to in writing by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited; notify WCSD, in the most expedient way possible and without unreasonable delay, of any breach of security resulting in an unauthorized release of any Confidential Data. In addition, Contractor shall take immediate steps to limit and mitigate the damage of such security breach or unauthorized release to the greatest extent practicable, and promptly reimburse the WCSD for the full cost of any notifications WCSD makes as a result of the security breach or unauthorized release. Contractor further acknowledges and understands that Contractor may be subject to civil and criminal penalties in accordance with Section 2-d for violations of Section 2-d and/or this Addendum.
- understand that any breach of the privacy or confidentiality obligations set forth in this Addendum may, at the sole discretion of the WCSD, result in the WCSD immediately terminating the Original Agreement; and
- familiarize its applicable Deputy Sheriffs (as such term is defined in the Original Agreement) with this Addendum including Exhibits “A” and “B” with the "Parents' Bill of Rights for Data Privacy and Security developed by the WCSD and Addendum to the Parents’ Bill of Rights for Data Privacy and Security developed by the WCSD."

6. Except as specifically amended herein, all of the terms contained in the Original Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.

7. To the extent that any term of the Original Agreement conflicts with the terms of this Addendum, the terms of this Addendum shall apply and be given effect.

8. It is understood that further revisions to this Addendum may be necessary to ensure compliance with Section 2-d, after certain regulations have been promulgated and model policies have been prepared by the New York State Education Department. Contractor and WCSD agree to take such additional steps as may be necessary at that time to facilitate compliance with Section 2-d.

IN WITNESS WHEREOF, Contractor and WCSD execute this Addendum to the Original Agreement as follows:

County of Orange:

Wallkill Central School District:

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Exhibits “A”

PARENTS’ BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY*

The privacy and security of personally identifiable student data is of paramount

importance. A student’s personally identifiable information cannot be sold or released for any commercial purposes. State and federal laws protect the confidentiality of students’ personally identifiable information, and safeguards associated with industry standards and best practices, such as encryption, firewalls, and password protection, must be in place when such data is stored or transferred.

Consistent with the adoption by the New York State Legislature of the Common Core Implementation Reform Act of 2014, all parents have the following rights:

- To inspect and review the complete contents of their child’s education record, as defined in the District’s Student Records policy;
- To access a complete list of all student data elements collected by the State, which is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234;
- To have complaints about possible breaches of student data heard and determined. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234, or by email to the Chief Privacy Officer at CPO@mail.nysed.gov.

*In the event the Commissioner of Education issues an enhanced Bill of Rights and/or promulgates regulations setting forth additional elements to be included in the Parents’ Bill of Rights, the Wallkill Central School District reserves the right to revise this document accordingly.

Exhibits “B”

Addendum to the Parents’ Bill of Rights for Data Privacy and Security

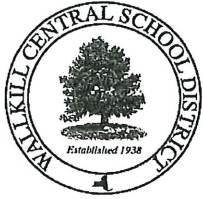
Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner’s Regulations, the Educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

Name of Contractor	
Description of the purpose(s) for which Contractor will receive/access PII	
Type of PII that Contractor will receive/access	Check all that apply: <input type="checkbox"/> Student PII <input type="checkbox"/> APPR Data
Contract Term	Contract Start Date _____ Contract End Date _____
Subcontractor Written Agreement Requirement	Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option) <input type="checkbox"/> Contractor will not utilize subcontractors. <input type="checkbox"/> Contractor will utilize subcontractors.
Data Transition and Secure Destruction	Upon expiration or termination of the Contract, Contractor shall: <ul style="list-style-type: none"> • Securely transfer data to EA, or a successor contractor at the EA’s option and written discretion, in a format agreed to by the parties. • Securely delete and destroy data.
Challenges to Data Accuracy	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the EA. If a correction to data is deemed necessary, the EA will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the EA’s written request.

Secure Storage and Data Security	<p>Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)</p> <p><input type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party.</p> <p><input type="checkbox"/> Using Contractor owned and hosted solution</p> <p><input type="checkbox"/> Other:</p> <p>Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:</p>
Encryption	<p>Data will be encrypted while in motion and at rest.</p>

CONTRACTOR	
[Signature]	
[Printed Name]	
[Title]	
Date:	

WCSD



Wallkill Central School District, 1500 Route 208, PO Box 310 Wallkill, New York 12589

(845) 895-7102, Fax: (845) 895-3630

Brian Devincenzi

Assistant Superintendent for Support Services

RECEIVED

To: *Mr. Castle*

MAY 20 2021

From: *Brian Devincenzi*

BD

Date: *May 20, 2021*

SUPERINTENDENT'S OFFICE
WALLKILL CENTRAL SCHOOL DISTRICT

Re: *Resolution*

I recommend that the Board of Education approve the attached resolution between the Town of Plattekill and the Wallkill Central School District to provide a Special Patrol Officer to the District.

Please present this recommendation to the Board at the June meeting.

Thank you.

Attachment

AGREEMENT

THIS AGREEMENT, made by and between WALLKILL CENTRAL SCHOOL DISTRICT, having an office at 1500 Route 208, Wallkill, New York 12589 (hereinafter referred to as the "District"), and the TOWN OF PLATTEKILL, a municipal corporation organized and existing under the laws of the State of New York, having an office at 1915 Route 44-55, Modena, New York 12548 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the District desires to obtain certain specified professional services from the Town as more fully set forth hereunder; and

WHEREAS, the Town is willing to provide such professional services on the terms and conditions set forth herein and for the compensation stated hereunder.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The Town shall furnish one (1) Special Patrol Officer s (hereinafter "SPOs") to the District to perform such services as more fully described in Schedule "A," attached hereto and made a parthereof.

SECOND: For the services rendered pursuant to paragraph "FIRST," the District shall pay the Town forty dollars (\$40.00) per hour per SPO for each hour the SPO(s) are carrying out his/her duties as set forth in Schedule "A". The District shall make payment for the services rendered pursuant to this Agreement by the thirtieth (30th) calendar day of the month following the month in which the services are rendered and invoiced.

Prior to the making of any payments hereunder, the District may, at its option and upon reasonable notice to the Town, audit such books and records of the Town as are reasonably pertinent to this Agreement to substantiate the basis for payment. The District shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within seven (7) years following termination of this Agreement. In the event that

the District fails to make a payment within thirty (30) days of the due date, the Town will, prior to terminating the Agreement, provide the District with notice of the default and an opportunity to cure the default within fifteen (15) days thereafter.

THIRD: This Agreement shall commence on September 1, 2021 and terminate on June 30, 2022, unless otherwise extended by a written instrument signed by the parties hereto.

FOURTH: The SPOs shall be selected by the Town.

FIFTH: The SPOs shall at all times be employees of the Town and shall follow all policies and procedures of the Police Department.

SIXTH: The SPOs shall be assigned pursuant to a schedule that is determined at the discretion of the District. In the event that the District requires an SPO beyond regular school hours for the purpose of providing SPO services, the District shall be responsible for the payment of such SPO's overtime pay. In the event that the regular session of the school is cancelled for any reason and the SPO's services are not needed, the District shall be credited the amount of the hourly wage for the hours which the SPO is not assigned to the District.

SEVENTH: The SPOs shall provide a police presence in the District in order to promote an atmosphere of enhanced school safety for faculty, staff, students and parents in the District, this will include a collaborative working relationship with District security personnel. Non-criminal disciplinary matter shall remain the province of the District and the SPOs shall not be involved in such matters except to the extent that the SPOs' presence is needed to maintain a safe school environment.

EIGHTH: Either party, upon sixty (60) days' notice to the other, may terminate this Agreement, in whole or in part, when a party deems it to be in its best interest. In such event, the Town shall be compensated, and the District shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.

NINTH: Except as otherwise contemplated herein, neither party shall assign or sub-contract any of its rights, obligations and/or responsibilities under this Agreement and any purported delegation of duties, assignment of rights or sub-contracting of responsibilities under this Agreement is void and shall be deemed a direct breach of this Agreement.

TENTH: The District agrees to protect, defend, indemnify and hold harmless the Town and its officers, employees and agents free from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, lawsuits, proceedings and causes of action and judgments of every kind and character whatsoever arising from and/or in connection with the District's acts, omissions and/or negligent performance of its obligations under this Agreement and/or performance hereof. The District further agrees to indemnify the Town for any damage to Town property which arises out of the District's negligence in connection with this Agreement. The Town shall indemnify, defend and hold harmless the District, its officers, employees and agents from and against any and all claims, suits, actions, causes of action, damages, judgments, liabilities, fines, penalties and expenses, including reasonable attorney fees and litigation costs arising out of or related to the services, acts or omissions of the SPOs.

The Town will be responsible to provide the District proof of Professional Liability, law enforcement liability and automobile insurance for SPOs' services provided under this Agreement. The District will be named as an additional insured on all Policies except Auto. The District shall add ISO endorsement CG 24 04 to its general liability policy for the benefit of the Town. The Town shall be named as an additional insured under the District's liability insurance policy. The Town shall maintain Worker's Compensation Insurance in the amount required by law and provide the District documentation of such coverage upon the execution of this Agreement.

ELEVENTH: In connection with the performance of this Agreement, the Town will comply with all applicable laws, regulations and orders, including, but not limited to, equal employment opportunity laws and regulations, the Fair Labor Standards Act, as well as the Education and Labor Law of the State of New York.

The Town will abide by federal and state confidentiality statutes, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), to the same extent that it must be complied with by the District. The obligation to preserve the confidentiality of student information shall survive the termination of this Agreement, except where required to be disclosed by law.

The parties hereto expressly agree that they shall be solely responsible for supervising their respective employees; that they shall respectively comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the Occupational Health and Safety Act of 1970 and the Public Employees Safety and Health Act (hereinafter referred to as "PESH"), including but not limited to training; provision of personal protective equipment; adherence to all appropriate lockout/tagout procedures; and providing all notices, material safety data sheets, labels, etc. required by the right-to-know standard.

TWELFTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the District:

Wallkill Central School District
1500 Route 208
P.O. Box 310
Wallkill, New York 12589

To the Town:

Town of Plattekill
1915 Route 44-55
P.O. Box 45
Modena, New York 12548

THIRTEENTH: This Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

FOURTEENTH: This Agreement will be construed in accordance with the laws of the State of New York. All legal actions and/or proceedings arising out of this Agreement will be venued in Ulster County, New York.

FIFTEENTH: The District is required to provide the Certificate of Insurance as set forth in the ninth paragraph before this Agreement will be finalized and/or executed by the Town.

SIXTEENTH: Unless specifically provided by law, electronic signatures may be used in lieu of a signature affixed by hand. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding. Moreover, this contract shall not be deemed effective until fully executed by the District and the Town.

IN WITNESS WHEREOF, the parties have executed this Agreement in Wallkill, New York, on the date hereinabove set forth.

TOWN OF PLATTEKILL

DATE

**WALLKILL CENTRAL SCHOOL
DISTRICT**

DATE

ACKNOWLEDGMENT OF TOWN OF PLATTEKILL:

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

On this _____ day of _____, 2021 before me personally appeared Joseph Croce, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Town Supervisor of the Town of Plattekill and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ACKNOWLEDGMENT OF DISTRICT:

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

On this _____ day of _____, 2021 before me personally appeared Kevin Castle personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Superintendent of Schools of the Wallkill Central School District and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

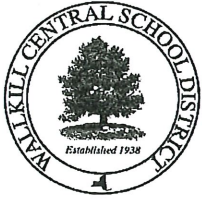
SCOPE OF SERVICES

Special Patrol Officers are responsible for maintaining order and providing security in and around public buildings, and school district buildings.

A Special Patrol Officer's typical work duties include, but are not limited to, the following:

- Provides security by standing in and patrolling public buildings and facilities, such as school district buildings, including interior spaces as well as immediate outside areas;
- Protects and guards employees, students, visitors, and the general public in and around public buildings, facilities, and properties;
- Physically restrains unruly individuals, as needed;
- Provides general information to visitors and the general public on premises;
- Checks identification and other necessary documents, as needed;
- Safeguards public property;
- Provides assistance in emergency situations;
- Maintains and updates records as required;
- Prepares activity and incident reports;
- Distributes and posts appropriate documents and materials;
- May provide escort to and from public buildings and facilities, as needed;
- Performs a variety of related activities as required.

WCSD



Wallkill Central School District, 1500 Route 208, PO Box 310 Wallkill, New York 12589

(845) 895-7102, Fax: (845) 895-3630

Brian Devincenzi

Assistant Superintendent for Support Services

RECEIVED

MAY 20 2021

SUPERINTENDENT'S OFFICE
WALLKILL CENTRAL SCHOOL DISTRICT

To: Mr. Castle

From: Brian Devincenzi (BD)

Date: May 20, 2021

Re: Resolution

I recommend that the Board of Education approve the attached resolution between the Town of Shawangunk and the Wallkill Central School District to provide School Resource Officers and a Special Patrol Officer to the District.

Please present this recommendation to the Board at the June meeting.

Thank you.

Attachment

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2021, between the TOWN OF SHAWANGUNK, a municipal corporation of the State of New York, with offices at PO Box 247, Wallkill, New York, 12589, hereinafter referred to as "Town", and the WALLKILL CENTRAL SCHOOL DISTRICT, a public school district under the laws of the State of New York, with offices at 1500 Route 208, Wallkill, New York, 12589, hereinafter referred to as "School District".

WITNESSETH:

WHEREAS, the Town presently maintains the police department with full and part-time police officers; and

WHEREAS, the School District is a school district under the laws of the State of New York; and

WHEREAS, the Town and the School District wish to enter into an Inter-Municipal Agreement, pursuant to the provisions of Section 119-o of the General Municipal Law, to provide School Resource Officers (hereinafter referred to as "SROs") and Special Patrol Officers (hereinafter referred to as "SPOs"), who shall be a police officer of the Town of Shawangunk, assigned to the Wallkill Central School District, pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Town and School District as follows:

1. The Town and School District agree to cooperatively fund a program involving SROs who are members of the Town of Shawangunk Police Department and assigned to perform community liaison services in the School District, primarily at the Wallkill Senior High School and the Middle School. The job responsibilities of the SROs are outlined in the School Resource Officer Program Outline, and annexed hereto as Appendix "A".
2. The Town and School District agree to cooperatively fund a program involving SPOs who are members of the Town of Shawangunk Police Department and assigned to maintain order and perform security-related services in the School District, at School District elementary school within the Town. The job responsibilities of the SPOs are annexed hereto as Appendix "B."
3. The SROs and SPOs shall provide a police presence in the District in order to promote an atmosphere of enhanced school safety for faculty, staff, students and parents in the District; this will include a collaborative working relationship with District security personnel. Non-criminal disciplinary matters shall remain the province of the District and the SROs and SPOs shall not be involved in such matters except to the extent that the SROs and SPOs' presence is needed to maintain a safe school environment. (Appendix "A" and "B")
4. The Town shall make the initial assignment of the SROs and SPOs to the School District, subject to the School District's approval. The Town will be responsible for providing two SROs and one SPO to the School District each day school is in session. If it is anticipated that an SRO is to be absent for less than five (5) consecutive school days, or the SRO is in fact absent for less than five (5) consecutive school days, the

Town will provide additional patrol to check in at both the Wallkill Senior High School and the Wallkill Middle School on the day(s) that the SRO is absent. If it is anticipated that the SRO is to be absent for five (5) or more consecutive school days, or the SRO is in fact absent for five (5) or more consecutive school days, the Town will provide a replacement officer to the School District.

5. The School District shall have the right to request that the Town replace the SRO with another officer at the districts expense within one year of the initial appointment for the full time SRO. The School District's request shall not be unreasonably denied by the Town.
6. The salary and benefits, both statutory and by collective bargaining agreement, will be paid by the Town. At all times during the term of this agreement, the Town shall be the sole employer of the SROs and SPOs. As the employer, the Town will: (1) maintain all necessary personnel and payroll records for the SROs and SPOs; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to the SROs and SPOs; (v) provide Workers' Compensation and insurance coverage in the amount as required by law; and (vi) provide disability insurance and unemployment insurance to the extent required by law.
7. The TOWN shall indemnify the DISTRICT against any liability, loss or expense which may result from any negligent, discriminatory or illegal act of the TOWN or its officers, employees or agents for which the DISTRICT might otherwise be liable or sustain loss or expense, unless due to actions or omissions by the DISTRICT, its officers, employees or agents. The DISTRICT shall also indemnify the TOWN against any liability, loss or expense which may result from any negligent, discriminatory or illegal act of the DISTRICT or its officers, employees or agents for which the TOWN might otherwise be liable or sustain loss or expense, unless due to actions or omissions by the TOWN, its officers, employees or agents.

The Town shall purchase and maintain comprehensive General Liability Insurance, Police Professional Liability Insurance, Workers' Compensation Insurance, and an Umbrella Policy for the following limits:

General Liability:

Bodily Injury Liability and Property Damage Liability Insurance in an amount not less than ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for each occurrence, and in an amount not less than TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS general aggregate.

Police Professional Liability Insurance:

In an amount not less than ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for each occurrence and in an amount of not less than ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS general aggregate.

Workers' Compensation Insurance:

The TOWN shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance, for all its employees employed at the DISTRICT and shall provide Certificates of Insurance evidencing this coverage to the DISTRICT. The TOWN will add a Waiver of Subrogation Endorsement on the Town's workers' compensation policy for the benefit of the DISTRICT.

Umbrella Insurance:

The TOWN will provide Umbrella Liability or Excess Liability Insurance in an amount not less than TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS going over General Liability and Police Professional Liability.

"Additional Insured" Status shall be granted to the District on the Commercial General Liability Policy, Police Professional, and Umbrella Policy. The Commercial General Liability Policy, Police Professional, and Umbrella Policy, shall be endorsed stating that this insurance shall be on a Primary and Non-Contributory basis with Waiver of Subrogation. The Town will provide a certificate of insurance as evidence of the insurance requirements.

The district shall maintain the same Liability and police professional policy as above with the exception of Workmen's Compensation Insurance

8. In connection with the performance of this agreement, the Town will comply with all applicable laws, regulations and orders, including, but not limited to equal employment opportunity laws and regulations, the Fair Labor Standards Act, as well as the Education and Labor Law of the State of New York.
9. The Town will assure that it will abide by federal and state confidentiality statutes including, but not limited to the Family Educational Rights and Privacy Act "FERPA"), to the same extent that it must be complied with by the School District. The obligation to preserve the confidentiality of student information shall survive the termination of this agreement.
10. The School District agrees to reimburse the Town for SRO and SPO services as follows (Billed Monthly):

***(If a full time officer is used)**

2021-2022 School Year	\$98,744
-----------------------	----------

* Based on a 40 hour week. Overtime for special events at the district request will be an additional at the overtime rate.

***(If a part time officer is used)**

2021-2022 School Year	\$47.88
-----------------------	---------

(If a part time officer is not a member of state retirement)

2021-2022 School Year	\$40.68
-----------------------	---------

Payments will be made on a monthly basis in the amount of 1/10th of the annual reimbursement (September through June) for the full time SRO. The Part time SROs and SPOs will be billed for their actual hours worked.

11. The SROs will be working the 7:00 a.m. to 3:00 p.m. shift for the Town of Shawangunk Police Department, but shall be assigned to the School District when students are in attendance. The SROs shall report to the District in full uniform. The SROs shall be assigned the use of an office, computer, and telephone at the Wallkill Senior High School and Middle School at no cost to the Town. The SROs will be subject to the District's Acceptable Use policy and all other policies that pertain to the use of the District's computers.
12. The SPOs will be assigned to the School District when students are in attendance each day school is in session between the hours of 8:30 a.m. and 3:30 p.m.
13. This Agreement is effective for a period September 1, 2021 through June 30, 2022. Either party may cancel this Agreement without cause upon providing the other party written notice of the intent to terminate at least ninety (90) days prior to the effective termination date. The District will be responsible for all employment related expenses that result from the termination of this agreement due to discipline or layoffs. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.
14. This agreement shall not become effective until approved by a majority vote by the Town Board of the Town of Shawangunk and a majority vote of the School Board for the Wallkill Central School District.
15. Any modifications of this Agreement must be in writing and executed with the same formality as the Agreement herein.

Date: _____

WALLKILL CENTRAL SCHOOL DISTRICT

BY: _____
Joseph LoCicero, Board President

Date: _____

TOWN OF SHAWANGUNK

BY: _____
John Valk, Supervisor

APPENDIX A

SCHOOL RESOURCE OFFICER PROGRAM OUTLINE

I. BRIEF REVIEW OF THE S.R.O. PROGRAM

A. OBJECTIVES OF THE S.R.O. PROGRAM

1. To maintain a safe campus environment that would be conducive to learning.
2. To create a unity between law enforcement and school officials.
3. To improve relationships between youth, law enforcement and community.
4. To serve as consultants to school, staff, parents and youth on safety matters.
5. To serve as role models to students.

B. ROLE OF THE S.R.O.

1. To utilize a triad approach for law enforcement programs outline the role of school officer as that of:
 - a) Law enforcement officer
 - b) Counselor
 - c) Instructor

C. DUTIES OF THE S.R.O.

1. Serve as a visible, active law enforcement figure on campus, dealing specifically with law enforcement matters that originate on campus.
2. To serve as a resource to students which will enable them to be associated with law enforcement in the student's environment.
3. To serve as a resource for teachers, parents and students scheduling conferences to deal with individual problems or questions, particularly in the areas of criminal activity.
4. To appear before PTO's and other groups associated with the school campus to speak on a variety of requested topics.
5. S.R.O. will work with the school principal and the school staff according to school policy and the police department regulations.
6. The S.R.O. will coordinate all of his activities with the principal and staff seeking permission, advice and guidance prior to any problems within the school.
7. The S.R.O. upon request, will make himself available to conduct crime prevention presentations.
8. To serve as a liaison for outside law enforcement agencies in the event they wish to conduct formal interviews or questioning of students on campus. The S.R.O. will advise the agency of the school policy and concerns.
9. Disciplining students is a school responsibility. If the principal believes an incident is of a criminal nature, the S.R.O. will take action.
10. The S.R.O. will serve as a crisis intervention officer mediating in disputes in an attempt to learn the cause and work with the students in solving disputes in a non-violent manner.

THREE PRIMARY ROLES:

Law Enforcement Officer:

- Keeping the Peace (i.e., help settle disputes/conflicts between students, or between students and faculty).
- S.R.O.'s can conduct criminal investigations (This can include assisting the building administrator in investigating a matter and making recommendations for further law enforcement actions if necessary).
- S.R.O.'s can make arrests. In cases of criminal mischief, assault, drug related offenses, etc., the S.R.O. could make arrests.
- S.R.O.'s work with the school administration to review school safety prevention procedures and make recommendations for modification when appropriate.
- The S.R.O. could play a key role in investigating school truancy cases and making recommendations for further action such as filing a PINS.
- The S.R.O. could investigate child sexual assault cases.

Law Related Counselor:

- Provides guidance to the students, parents, teachers, staff and acts as a link to support services within and outside the school.
- Works with the Pupil Personnel Team members to identify students at risk due to knowledge the S.R.O. has of the student's family or community involvement.
- Serves as a mentor and role model to students identified by school personnel or through interpersonal relationships established with the students.
- Assists in the transportation of students to the psychiatric hospital if a student is a danger to himself or others.
- Assists students and parents in finding appropriate community resources.

Law Related Presenter:

- Presents special law enforcement expertise via presentations in the classroom in order to promote a better understanding of our laws.
- Participates in the District's Health and Safety Committee, School Safety Team and other inter-disciplinary teams as appropriate.
- Promotes programs that stress citizenship and positive moral development.

- Presents to faculty meetings, student groups such as Student Government, SADD and the LEO Club on such topics as:
 - Sexual harassment
 - Child abuse and neglect
 - Underage drinking and drugging
 - Legal statutes
 - Zero Tolerance Laws
 - PINS and the Juvenile Justice System
 - Motor Vehicle Laws
 - Prevents School Violence

APPENDIX B

SCOPE OF SERVICES

Special Patrol Officers are responsible for maintaining order and providing security in and around public buildings, and school district buildings. Special Patrol Officers have all the powers of a peace officer, as set forth in §2.20 of New York's Criminal Procedure Law, when performing the duties of protecting property or persons in and around such premises.

A Special Patrol Officer's typical work duties include, but are not limited to, the following:

- Provides security by standing in and patrolling public buildings and facilities, such as school district buildings, including interior spaces as well as immediate outside areas;
- Protects and guards employees, students, visitors, and the general public in and around public buildings, facilities, and properties;
- Physically restrains unruly individuals, as needed;
- Provides general information to visitors and the general public on premises;
- Checks identification and other necessary documents, as needed;
- Safeguards public property;
- Provides assistance in emergency situations;
- Maintains and updates records as required;
- Prepares activity and incident reports;
- Distributes and posts appropriate documents and materials;
- May provide escort to and from public buildings and facilities, as needed;

Performs a variety of related activities as required