

AGREEMENT BETWEEN  
HERKIMER COUNTY, through the HERKIMER COUNTY  
SHERIFF'S OFFICE  
AND  
The HERKIMER CENTRAL SCHOOL DISTRICT  
School Resource Officer/Special Patrol Officer

**THIS AGREEMENT**, made and entered into, by and between the **County of Herkimer**, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 109 Mary Street, Herkimer, NY 13350, hereinafter referred to as "County"; the **Herkimer County Sheriff**, a public officer duly elected under the laws of the State of New York, having offices at 320 N Main Street, Herkimer, NY 13350, hereinafter referred to as "Sheriff" or "HCSO"; and the **Herkimer Central School District**, a school district organized and existing under the laws of the State of New York, having offices at 801 West German Street, Herkimer, NY 13350, hereinafter referred to as "District" (each individually referred to as a "Party" and collectively referred to as the "Parties").

**WHEREAS**, the District wishes to secure the services of an appropriately trained and experienced law enforcement professional to serve as School Resource Officer/Special Patrol Officer, hereinafter referred to as "SRO/SPO", during the school year, to serve as law enforcement officer, role model, and as a resource to students, faculty and families of the Herkimer Central School District programs, and

**WHEREAS**, the Sheriff, the County and the District wish to enter into an agreement to provide school resource officer, security, law enforcement, and other appropriate related services to the students, staff, and faculty of Herkimer Central School District, and

**WHEREAS**, the Sheriff, the County and the District declare that the parties' goals are the following:

1. To establish a multidisciplinary team consisting of experienced and trained personnel from law enforcement and the staff of the District;
2. To increase the physical presence of law enforcement within the District facilities;
3. To decrease the number of incidences involving outside police intervention at the District facilities;
4. To increase a sense of safety and order within the school setting; and
5. To provide counseling and advice to students and staff within the District.

**WHEREAS**, the Sheriff has the personnel available who possess the requisite skills, training, and expertise to provide such services to the District;

**NOW THEREFORE**, in consideration of the covenants and mutual promises made herein, the County, the Sheriff, and the District agree as follows:

1. The Provision of a School Resource Officer.

- a. *Assignment.* The Sheriff shall assign an appropriately trained and qualified officer, employed by Herkimer County, to serve as the School Resource Officer/Special Patrol Officer and perform the duties established in this Agreement at the Herkimer Central School in Herkimer, NY. The SRO/SPO will wear the uniforms issued by Herkimer County Sheriff's Office ("HCSO") including sidearm in an authorized holster when appropriate.
- b. *Work Hours.* A schedule of hours to be worked by the SRO/SPO will be established cooperatively by the Sheriff and the District, which they may modify as they deem necessary, including temporary replacements if needed.
- c. *Supervision of the SRO/SPO.* The SRO/SPO will be under the general supervision of a designated member of the Sheriff's Law Enforcement Division, and such SRO/SPO shall coordinate his/her law enforcement activities at the District with the District's Principals or other person designated by the Superintendent of Schools. All educational support services provided by the SRO/SPO shall be approved in accordance with the District's policies and procedures.

2. Scope of Services. The County shall provide law enforcement services through the HCSO as set forth in Schedule A, the contents of which are incorporated into this Agreement by this reference.

3. Term/Termination/Extension.

- a. *Term.* The Agreement will be effective beginning on September 1, 2025 and will expire on June 30, 2026

(the "Term"), without notice, unless terminated earlier or extended as provided in this agreement.

- b. *Termination.* The Parties agree that this Agreement may be terminated upon the written consent of all Parties, or by any Party for any reason other than the funding issues described in Section 13 below upon thirty (30) days written notice to the other Parties at their respective designated addresses. In case of termination of said Agreement, the District will be provided with all documents, notes, memoranda and reports (if any), and invoices with respect to the SRO/SPO's services up to the effective termination date of the Agreement. The provisions of Sections 4, 5, 6, 7, 8, 12, 14, and 17 shall continue in effect beyond the termination date for so long as necessary to resolve any matters remaining for completion or resolution of the obligations of this Agreement.

- c. *Extension.* This agreement may be extended upon the same terms and conditions at any time by the parties upon agreement to do so in writing, signed by the authorized representatives of the Parties.

4. Compensation.

- a. *Basic Payment.* The District agrees to pay the Sheriff an amount equal to the actual rate of salary and the cost of fringe benefits, if any, applicable to the officer assigned as SRO, which are in effect at the time that services are provided, for the time worked at

the District. The hourly rate will not exceed \$56.27/hour and will cover services performed during normal school hours during each week of the school year when school is in session, up to the maximum regular hours per week not to exceed 40 hours. The County shall provide the District with the rates of pay and/or fringe benefits of each officer assigned to work as SRO/SPO at the school when submitting its invoice.

b. *Additional Hours.* If additional coverage is deemed necessary by the District beyond the normal 8 hour work day and 40 hour work week, the rate to be paid by District to County for such additional hours of work will be 1½ times the hourly rate for the officer in effect when the work is performed. Such work may include: investigations, arrests, interviews, presentations, meetings, sporting events, or other mutually agreed upon and approved activities performed by the person assigned that require additional time at the District facilities.

c. *Administrative Fee, Incidental and Unrelated Costs.* In addition to the monetary compensation for the officers described in paragraphs a & b above, the District shall pay an Administrative and Vehicle Fee to the County equal to Fifteen (15%) percent of the gross monetary compensation paid to the assigned Officer. Incidental costs to include equipment, vehicle, uniforms and ongoing training costs shall be covered by the Sheriff. Any time spent by the SRO/SPO that is not related to the interest of the District will not be considered time worked as an SRO/SPO or reimbursed by District. Any expenses or financial obligations made by an SRO/SPO without the prior approval of the District will become the responsibility of the Sheriff.

d. *Billing & Payment.* The District agrees to pay the Sheriff on a monthly basis upon presentation of an Invoice listing the Contract number, name and any necessary data including the officer assigned, date and times worked, and applicable rates of pay.

5. Sheriff's Responsibilities. The Sheriff further agrees as follows:

- a. To assign a person to provide SRO/SPO services full time during the school year who:
  - i. Possesses a minimum of 40 hours of specialized SRO/SPO training, except for a temporary substitute not exceeding two weeks, or unless otherwise agreed by the parties;
  - ii. Demonstrates a broad base of knowledge regarding youth, social issues, and the criminal justice system;
  - iii. Demonstrates:
    - Effective verbal and written communication skills, including the ability to address public audiences in the school, business and community settings;
    - An ability to relate to youth, especially the “at risk” and “special needs” populations;
    - A working knowledge of social services providers and other community justice and school resources;
    - Ability to identify, analyze and recommend solutions to complex behavioral and social problems;
    - A genuine interest in at-risk youth; and

- iv. Meets all education and experience requirements set forth by Herkimer County and New York State.
- b. To ensure the person assigned or their substitute spends, at minimum, an average of 30 hours per week, on-site at the Herkimer Central School building in Herkimer, NY between September and June when school is in session.
- c. To submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
- d. To submit timely vouchers to the District for services rendered.
- e. To cooperate with the District to implement and operate the SRO/SPO program with the least possible disruption to the educational process.
- f. To cooperate with the Superintendent in the selection of officers to serve at the District, and to act swiftly in the event the Superintendent requests removal of an officer from the school.
- g. To ensure that the officer(s) assigned under this agreement become(s) familiar with the laws concerning reporting of harassment, bullying, and child abuse/neglect with regard to schools and students, and reports such conduct when appropriate or required.

#### 6. District's Responsibilities.

The District's responsibilities under this program include:

- a. To implement the SRO/SPO program in accordance with guidelines established herein by the parties, and applicable laws, rules and regulations.
- b. To designate an employee as the School Representative contact through which day to day business will be conducted with SRO/SPO.
- c. To provide the SRO with full access to school facilities, personnel and students.
- d. To ensure that school personnel, school board members, students and parents are informed of the duties and presence of the SRO/SPO on campus.
- e. To provide time and appropriate space for the SRO/SPO to conduct approved staff, student and parent training.
- f. To provide space for the SRO/SPO to store instructional materials and perform necessary tasks directly related to the SRO/SPO program.
- g. To provide the SRO/SPO with copies of District policies, codes, rules and procedures, safety plans, and other information he or she may need or request in connection with service to the District students, staff or parents.
- h. To evaluate the program and administer an annual assessment of the program, and to inform the Sheriff of the results.
- i. To make observations, recommendations, and program adjustments as appropriate, and keep the Sheriff or his designee updated on the progress of the program.
- j. To cooperate with the Sheriff in the selection of officers to serve at the District.
- k. To provide timely payment upon receipt of complete invoices with supporting documentation.
- l. To assure that the officer(s) assigned under this agreement is(are) provided with the school policies and procedures concerning reporting of harassment, bullying, and child abuse/neglect, and informs the officer(s) of the name and contact information of the person to whom reports of such conduct are to be made when appropriate or required.



7. Confidentiality and Disclosure of Records.

- a. *Confidentiality.* The parties agree that all information exchanged is considered confidential and subject to provisions of applicable Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
- b. *Records Disclosure/FERPA.* The Sheriff, the County and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), the New York State Education Law Section 2-D, and regulations promulgated under those laws, as the same may be amended from time to time. Section 8 of this Agreement contains the terms required by New York Education Law Section 2-D concerning the disclosure of protected personally identifiable student, principal and teacher information from disclosure.
- c. *HIV Related Information.*
  - (i). Non-Discrimination. The Sheriff, the County, the assigned SRO/SPO and any substitute SRO/SPO shall not discriminate or refuse assistance to individuals with AIDS or HIV infection, as indicated from an HIV related test. 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 and in accordance with Part 403 of Title 18 of the NYCRR (NYSDSS) regulations and Section 2782 of the 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."

8. 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 SRO/SPO's. The exclusive purpose for which the referenced PII will be used is the delivery of SRO/SPO services provided under the Agreement. Upon expiration of this Agreement, the HCSO and County must securely destroy or return all PII to the District that remains in the SRO/SPO's, substitute SRO/SPO's, Sheriff's or County's possession.
- b. If PII is disclosed to the SRO/SPO and/or substitute SRO/SPOs by the District for purposes of providing services to the District, the SRO/SPO, HCSO 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. Any officers or employees of the HCSO and its assignees who have access to student data or teacher or principal data have received or will receive training on federal and state law governing confidentiality of such data prior to receiving access;
  - ii. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - iii. Not use the education records for any other purposes than those explicitly authorized in this Agreement;
  - iv. Except for authorized representatives of the HCSO to the extent they are carrying out the Agreement, not disclose any PII to any other party:
    - A. Without prior written consent of the parent or eligible student; or
    - B. Unless required by statute or court order and the party provides a notice of the disclosure to the County, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
  - v. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
  - vi. Use encryption to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
- c. The provisions required by New York State Education Law § 2-d are annexed to this Agreement as Addendum A, and a copy of the District's Parents Bill of Rights are annexed hereto as Appendix B, and will be provided to the SRO/SPO.

#### 9. Resolution of Issues

- a. *Dispute Resolution.* The Parties will first use reasonable efforts to resolve any disputes between them concerning performance, programmatic, or administrative issues by disclosure, negotiation and agreement, prior to effecting termination of this Agreement. The District or Sheriff, as the case may be, must first address the issues in writing to the other Party, and enter into discussions to develop in concert an Action Plan to correct the problems. The Action Plan will include steps to be taken and by who, as well as a timetable for implementation. In the event that the issues cannot be resolved through these steps, the Parties each reserve the right to terminate services and this Agreement as provided in this Agreement.
- b. *Jurisdiction & Venue.* There shall be no right to binding arbitration. Pending final resolution of a dispute, the Parties must proceed diligently with the resolution of the dispute. The claim must be in writing for sum certain and must be fully supported by all cost and pricing information. The exclusive means of disposing of any dispute arising under this Agreement which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Herkimer County, New York.

10. Status of Parties. It is expressly understood and agreed that the legal status of the Sheriff and County, its officers and employees, vis-à-vis the District under this Agreement is that of an independent Contractor, and in no manner shall the SRO/SPO be deemed an employee 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 SRO/SPO, as its employee, would otherwise be entitled by law, including health benefits, and all required insurances for its employees, including worker's compensation, disability and unemployment insurance, 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.

11. Indemnification & Insurance.

- a. *Indemnification by the District.* The District agrees to indemnify, save and hold harmless the County and the Sheriff, their agents, servants, employees and subcontractors from any claims, demands, causes of action and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence and/or willful misconduct 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. *Indemnification by the County and Sheriff.* The County and Sheriff agree to indemnify, save and hold harmless the District, its agents, servants, employees and subcontractors from any claims, demands causes of action and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence and/or willful misconduct of the County and/or the Sheriff, either of their agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.
- c. *District Insurance.*
  - (1) 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 which will insure against commercial general liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
  - (2) The District agrees that it will, at its own expense, at all times during the term of this agreement, maintain in full force a policy of insurance which will insure against automobile liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall be a combined Single Limit for Bodily Injury and Property Damage of not less than One Million Dollars (\$1,000,000).
  - (3) The District agrees to have the Sheriff and the County added to said liability insurance policies as additional insureds, to provide the Sheriff and the County with a certificate from said insurance company or companies showing: coverage as herein required, that the Sheriff and County are named as additional insureds,

and an endorsement such that such coverage shall not be terminated or modified without written prior notice to the Sheriff and County of at least thirty (30) days.

- (4) The District shall maintain Worker's Compensation and Unemployment Insurances for its employees in accordance with New York Law. [Note: The District is exempt from the requirement to provide Disability Insurance.]
- d. *The County and Sheriff Insurance.*
  - (1) The County and Sheriff agree that they will (or the County on behalf of the Sheriff will), at their own expense, at all times during the term of this agreement, maintain in force a policy of insurance appropriate for law enforcement operations which will insure against commercial general liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
  - (2) The County and Sheriff agree that they will (or the County on behalf of the Sheriff will), at their own expense, at all times during the term of this agreement, maintain in full force a policy of insurance which will insure against automobile liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall be a combined Single Limit for Bodily Injury and Property Damage of not less than One Million Dollars (\$1,000,000).
  - (3) The County agrees to have the District added to said insurance policies as an additional insured, and to provide the District with a certificate from said insurance company or companies showing: coverage as herein required, that the District is named as an additional insured, and an endorsement such that such coverage shall not be terminated or modified without written prior notice to the District of at least thirty (30) days.
  - (4) The Sheriff and County shall maintain Worker's Compensation, Unemployment and Disability Insurances in accordance with New York Law for their employees.
- e. *All Insurances.* All insurance carriers providing the above coverages for the Parties must be licensed to do so in New York State, and rated no lower than "B+" by the most recent Best's Key Rating Guide, or must be otherwise acceptable to the other Parties. Whenever a Party, its officers, employees and agents must be named as Additional Insured, it shall be on a primary and non-contributory basis under all policies in connection with the services being rendered under this Agreement.

## 12. Suspension of Work.

- a. 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 Sheriff 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, a force majeure event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the Sheriff shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.



- b. 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 HCSO be responsible for further performance of any duties on behalf of the District or for any actual or consequential damages as a result of termination.
- c. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

13. Notices. All notices to the County should be sent to:  
Herkimer County Attorney  
109 Mary St  
Suite 1320  
Herkimer, NY 13350

With a copy sent to the Sheriff at:  
Herkimer County Sheriff's Office  
320 North Main Street  
Herkimer, NY 13350

All notices to the District should be sent to:  
Herkimer Central School District  
Attention: Superintendent Kathleen Carney  
801 West German St  
Herkimer, NY 13350

14. Advice of Counsel: Each Party acknowledges that, in executing this Agreement, it has had the opportunity to seek the advice of its own legal counsel, and has read and understood all of the terms and provisions of this Agreement.
15. Assignment: No Party may assign this Agreement, or any part hereof, or any rights hereunder, without the advance written consent of all other Parties.
16. Governing Law. This 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.
17. 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.

18. 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, Addendum A (New York Education Law § 2-d), Addendum B (Parents' Bill of Rights for Data Privacy and Security), and Exhibit A (Standard Herkimer County Conditions). This Agreement shall be binding upon all Parties when fully signed and executed and upon approval of the appropriate governing bodies.
19. 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 Sheriff cannot promise or guarantee crime prevention, safety or security.
20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument, and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument. A counterpart of this agreement signed and transmitted by facsimile or other electronic means shall be treated as an original, executed document.
21. No Discrimination. Neither party shall discriminate against any employee, officer, student, parent, or other person on school grounds because of an individual's age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence in any activities or services provided in, for, or under this agreement.

[Remainder of page left blank intentionally. Signatures on next page.]

IN WITNESS WHEREOF, the County, the Sheriff, and the District have signed this Agreement. Notwithstanding the dates of actual execution hereof, this agreement shall be effective on the first day of the term specified in Section 2 herein.

For Herkimer County:

\_\_\_\_\_  
Peter J. Campione, Chairman  
Herkimer County Legislature

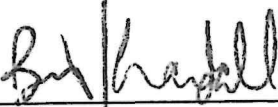
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For the Herkimer County Sheriff's Office:

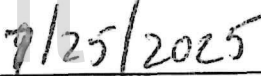
\_\_\_\_\_  
Scott Scherer  
Herkimer County Sheriff

\_\_\_\_\_  
Date

For Herkimer Central School District

  
\_\_\_\_\_  
Board President  
Herkimer Central School District  
Brian Crandall  
Approved as to Form

Date

  
\_\_\_\_\_  
7/25/2025

\_\_\_\_\_  
Herkimer County Attorney

[Acknowledgments on next page.]

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SRO Agreement – Herkimer County Sheriff and Herkimer Central School District  
SCHEDULE A

Officers provided by the Sheriff to serve as SRO/SPO, shall have and perform the following duties:

1. Provide generally for the security safety of all students, staff and visitors;
2. Protect school property and maintain order in and around the school site;
3. Provide intervention between students and/or staff using appropriate techniques to calm and control situations, as well as provide education to students and/or staff by way of presentations and consultations;
4. Under the supervision of the Principal or designee, investigate crimes and incidents occurring on, and in the vicinity of, school grounds and provide the appropriate documentation for such investigations;
5. Report all violations of law, school rules, regulations, or policies to District administration so that District administration may take appropriate disciplinary measures, and only initiate a detention or arrest of a student on campus in cases where there is risk of serious injury, risk to life, or risk of significant destruction of District property, or unless otherwise approved by the Superintendent or their designee;
6. Enforce New York State laws, rules and regulations;
7. Act as liaison with police and fire officials;
8. Advise school administration of any circumstances or situations that may create a potential for harm to persons, or damage to or loss of property;
9. If proper equipment is available, screen all persons entering the building or school grounds when in a position to do so, and take necessary action to prohibit loitering and trespassing on school grounds;
10. Become familiar with all hidden recesses in the building and check them periodically;
11. Become familiar with the Student Code of Conduct, including prohibited items such as cell phones, tobacco & e-cigarettes, wearing of hats, etc., and assist District staff when requested to enforce the provisions of the Code of Conduct and/or seize prohibited items. Any student violations of the Code of Conduct must be immediately reported to District administration so the District may take appropriate disciplinary measures. SROs shall not act as school disciplinarians;
12. Become familiar with the policies and procedures of the Herkimer County Central School District, and comply with those policies generally applicable to District staff;
13. Maintain post integrity, be visible at all times, and refrain from unnecessary, non-professional fraternization with other officers/employees;
14. Report for duty in a timely manner, and if unable to work, give prior notification to the District and the Sheriff to ensure that a substitute or other arrangements have been made to maintain a uniform presence by the Sheriff's Office at the District;
15. Question any individual not having appropriate identification who appears to be a student to ascertain his/her status;
16. Act as a mentor to students by maintaining an appropriate relationship while attempting to develop a rapport with students;
17. Develop a common working relationship with the staff of the District;
18. Report directly to the Principal or the Superintendent's designee while on duty at the school;
19. When requested and available, participate in meetings with school officials, parents, or the Board of Education to assist in dispute resolution and/or in developing policy and procedures concerning school safety;
20. Comply with all State and Federal laws as well as all of the rules, regulations, policies, and procedures related to investigations, interviews, and search and arrest procedures of the Sheriff;
21. Be subject to all other personnel policies and practices of the HCSO except as such policies or practices that may have to be modified to comply with the terms and conditions of this Agreement;

22. Act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, including, but not limited to: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots; and
23. Meet all of the obligations above without discriminating on the basis of race, color, sex, national origin, or membership in any other protected class.

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Contract Addendum A  
To Conform To New York State Education Law Section 2-d  
(Student Data, Pending Bill of Rights)

The parties to this Contract Addendum are the Herkimer Central School District ("District"), the Herkimer County Sheriff ("Sheriff"), and the County of Herkimer ("County", all three collectively referred to as "Parties").

District is an educational agency, as that term is used in Section 2-d of the New York State Education Law ("Section 2-d), and Sheriff and County are third party contractors, as that term is used in Section 2-d. District and Sheriff are parties to an agreement, dated concurrently with this Addendum ("the Underlying Agreement"), pursuant to which the designated employee of the Sheriff serving as the School Resource Officer/Special Patrol Officer ("SRO/SPO") in performing his duties will receive access to student data regulated by Section 2-d, from District.

The Parties hereby enter into this Contract Addendum to conform the terms of the Underlying Agreement to the requirements of Section 2-d. To the extent that any term of the Underlying Agreement conflicts with the terms of this Contract Addendum, the terms of this Contract Addendum shall apply and be given effect.

1. As used in this Contract Addendum, the term "student data" means personally identifiable information from student records that the SRO/SPO receives from District, from a participating school district or related educational agency sources.
2. The Parties agree that the confidentiality of student data shall be maintained in accordance with state and federal laws that protect the confidentiality of personally identifiable information.
3. Sheriff agrees that any of its officers or employees, and any officers or employees of any assignee of Sheriff, who have access to personally identifiable information will receive training on the federal and state law governing confidentiality of such data prior to receiving access to that data. (Said training may be provided by District or other appropriately qualified source.)
4. The exclusive purpose for which the SRO/SPO is being provided access to personally identifiable information is to carry out the duties of SRO/SPO as set forth in the Underlying Agreement. Student data received by the SRO/SPO, or by any assignee of Sheriff, from District, from a participating school district or related educational agency sources shall not be sold or used for marketing purposes.
5. The SRO/SPO and Sheriff shall ensure that to the extent that it comes into possession of personally identifiable information, it will only share that personally identifiable information with additional third parties if those third parties are contractually bound to adhere to the data protection and security requirements set forth in this agreement.

6. This agreement commences on September 1, 2024 and shall run concurrently with the term of the Underlying Agreement, and renewals, extensions or replacements of same. Upon expiration of this agreement without a successor agreement in place, the Sheriff and SRO/SPO shall assist District in exporting, in a usable format and to readable storage, all student data previously received from District or from related educational agency sources, and shall thereafter securely destroy any copy of the data remaining in Sheriff and SRO/SPO's possession. These obligations shall extend to student data provided to Sheriff and SRO/SPO and shared by them with any third party.

7. In the event that a parent, student, or eligible student wishes to challenge the accuracy of student data concerning that student or eligible student, that challenge shall be processed through the procedures provided by the District for amendment of education records under the Family Educational Rights and Privacy Act (FERPA).

8. Student data transferred to Sheriff, SRO/SPO or County in electronic format will be stored in electronic memory (servers) owned and maintained by them in the United States. The measures that they will take to protect the privacy and security of student data while it is stored in that manner include, but are not necessarily limited to adherence to their security protocols and policies, use of encryption and other security technology.

9. Sheriff acknowledges that under NY Education Law Section 2-d it and its assignees have the following obligations with respect to any personally identifiable information received from District or related educational agency sources, and any failure to fulfill one of these statutory obligations shall be a breach of this Contract Addendum and the Underlying Agreement :

- a) Sheriff, SRO/SPO and any assignees shall limit internal access to education records to those individuals that are determined to have a legitimate educational interest in those records;
- b) Sheriff, SRO/SPO and any assignees shall not use education records for any purpose other than those explicitly authorized in this Agreement;
- c) Sheriff, SRO/SPO and any assignees shall not disclose any personally identifiable information to a third party who is not an authorized representative of the Sheriff or County using the information to carry out Sheriff's obligations under this Agreement, unless (1) that other third party has the prior written consent of the parent or eligible student, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
- d) Sheriff, SRO/SPO and any assignees shall maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable information in its custody;
- e) Sheriff, SRO/SPO and any assignees shall use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or



methodology specified by the secretary of the U S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2); and

- f) Sheriff, SRO/SPO and any assignees shall notify the educational agency from which student data is received of any breach of security resulting in an unauthorized release of student data by the Sheriff or its assignees in violation of state or federal law, or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay.

10. It is understood that a further Contract Addendum may be necessary to ensure compliance with Section 2-d, after certain regulations have been promulgated or amended by the New York State Education Department, and the parties agree to take such additional steps as may be necessary at that time.

For Herkimer County:

\_\_\_\_\_  
Peter J. Campione, Chairman  
County Legislature

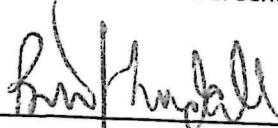
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Date

For the Herkimer County Sheriff:

\_\_\_\_\_  
Scott Scherer  
Herkimer County Sheriff

\_\_\_\_\_  
Date

For Herkimer Central School District

  
\_\_\_\_\_  
Brian Crandall  
Board President

  
\_\_\_\_\_  
Date

## SCHEDULE B: STANDARD CLAUSES FOR ALL COUNTY CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the words “contractor” herein refers to any party other than the County, whether a contractor, licensor, licensee, lessor, lessee or any other party).

**PARAGRAPH 1. EXECUTORY CLAUSE:** In accordance with Section 362 of the County Law, the County shall have no liability under this contract to the contractor or to anyone else beyond funds appropriated and available for this contract.

**PARAGRAPH 2. NON-ASSIGNMENT CLAUSE:** In accordance with Section 109 of the General Municipal Law, the contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract or of his right, title or interest herein or his power to execute said contract, to any other person or corporation without the previous written consent of the County.

**PARAGRAPH 3. WORKERS’ COMPENSATION BENEFITS:** In accordance with Section 108 of the General Municipal Law, this contract shall be void and of no effect unless the contractor shall secure compensation for the benefit of, and keep insured during the life of this contract, the employees engaged thereon in compliance with the provisions of the Workers’ Compensation Law.

**PARAGRAPH 4. NON-DISCRIMINATION REQUIREMENT:** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), in all other state, 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, age, disability, 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 for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within New York State, 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 thereof, 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 any New York State citizen who is qualified and available to perform the work; or (b) discriminate or intimidate any employee hired for the performance of work under this contract; 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.

**PARAGRAPH 5. 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 thereof, neither contractors, employees nor the employees, of a subcontractor may be required or permitted to work more than the number of hours or days stated in said statutes except as otherwise provided in the Labor Law and is set forth in prevailing wage and supplemental schedules issued by the State Labor Department. Furthermore, contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplementals including the premium rate for overtime pay as determined by the State Labor Department in accordance with the Labor Law.

**PARAGRAPH 6. NON-COLLUSIVE BIDDING REQUIREMENT:** In accordance with Section 103-d of the General Municipal Law, if this contract was awarded based upon the submission of bids, the contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time the contractor submitted its bid, said bid contained the non-collusive bidding certification required by Section 103-d of the General Municipal Law.

**PARAGRAPH 7. SET-OFF RIGHTS:** The County shall have all of its common law and statutory rights of set-off. The rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off, any monies due to the contractor under this contract up to any amounts due and owing to the County with regard to this contract, and any other contract with the County, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto.

**PARAGRAPH 8. RECORD KEEPING REQUIREMENTS:** The contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly

pertinent to performance under this contract for period of six years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The State Comptroller and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts, and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract," as used in this clause, shall mean the later of completion of the work of the contract or the end date of the terms stated in the contract.

PARAGRAPH 9. INSURANCE PROVISIONS- CANCELLATION: All insurance policies required herein shall be specifically endorsed to provide that, in the event of cancellation, non-renewal or material change on the part of the insurer, thirty (30) days written notice shall be provided to the County of Herkimer, Office of the County Attorney, 109 Mary Street, Suite 1320, Herkimer, New York 13350, and the inclusion of such an endorsement shall be confirmed on the certificate of insurance required herein.

PARAGRAPH 10. INSURANCE PROVISIONS- POLICIES: Upon request by the County of Herkimer, at any time, the contractor agrees to obtain for the County a certified copy of any insurance policy required herein or any specific endorsement thereto.

PARAGRAPH 11. CONTRACT DISPUTES: Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized and except when consented to by the County) but must, instead, be heard in a court of competent jurisdiction of the State of New York. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.

PARAGRAPH 12. INSTALLMENT CONTRACTS: In the event that this contract is an installment contract to purchase equipment, machinery or apparatus, the following statement, pursuant to General Municipal Law Section 109-b, shall be included as a term of this contract: This contract shall be deemed executory only to the extent of monies appropriated and available for purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this contract.

PARAGRAPH 13. DISPOSAL OF WASTE AND RECYCLABLES: All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Management Authority.

PARAGRAPH 14. GOVERNING LAW: This contract shall be governed by the Laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

PARAGRAPH 15. CONFLICT OF 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 these Standard Clauses, the terms of these Standard Clauses shall control.

(Revised 12/2014 )

Draft