

2025-2028 SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer (“SRO”) Agreement (this “Agreement”) is made as of September 1, 2025 by and between the Town of East Greenbush, with its offices located at 225 Columbia Turnpike, Rensselaer, NY 12144 (hereinafter referred to as the Agency”); and East Greenbush Central School District, with offices located at 29 Englewood Avenue, East Greenbush, NY 12061 (hereinafter referred to as the “School District”).

WHEREAS, Article 5-G of the New York State’s General Municipal Law (“GML”), provides authority for municipal corporations to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on cooperative contract basis; and

WHEREAS, the School District and Agency have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of one or more police officer(s) employed by the Agency to serve as School Resource Officers (SRO’s) at the School District pursuant to Section 209-v of the General Municipal Law;

NOW THEREFORE, the parties hereto hereby agree as follows:

1. General Terms and Conditions.

- a. The Agency and School District enter into this Agreement for the purpose of providing Agency police officers on site at the School District to serve as SROs. The Agency will assign its police officers to the School District according to a mutually agreeable schedule, in accordance with terms set forth herein.
- b. The Agency agrees that services rendered under this Agreement will conform to applicable Federal and State constitutional requirements, local laws, rules, regulations, including but not limited to, the New York State Workers Compensation Law, New York State Civil Service Law, New York State General Municipal Law, New York State and Federal Human Rights Laws and applicable regulations of the Commissioner of Education.
- c. The SRO police officers shall be subject to all other personnel policies and practices of the Agency.

2. Purpose.

The School District hereby agrees to secure the services of the Agency and the Agency agrees to provide the service of one (1) police officer to fill one (1) full time SRO position at a designated site. Staffing will commence the first school day of the academic year of the District until the final school day of the academic year and shall include additional occasions of off-site in-service police officer training. Specifically, the Agency agrees to have one (1) SRO on site at the designated School District building(s) from 6:30 a.m. to 2:30 p.m. each day that school is in session during the school year.

3. Term.

The term of this Agreement shall commence on the date the Agreement is executed by both parties and shall terminate on the final day of the 2027-2028 academic school year, except the designated in-service training events which fall outside the academic schedule.

This Agreement may be terminated upon thirty (30) days' written notice to the other party at said party's designated address. Any extension or renewal of said agreement shall be authorized by the School District Board of Education and the Town Board of the Town of East Greenbush.

4. Compensation and Other Costs

a. SRO Compensation. The Agency agrees to provide and to pay the SRO's salary and employment benefits.

b. Agency Compensation. The District agrees to reimburse the Agency for one hundred (100%) percent of the primary assigned SRO's salary and employment benefits for a full 10-month period from September through June.

In the event that the District requires services for the extended school year/summer program, the District will reimburse the Agency for one hundred (100%) of the primary assigned SRO's salary and employment benefits for the number of weeks that the program is in session.

c. Other Costs the Agency at its expense, agrees to provide, facilitate and arrange all in-service police officer training including instruction, tuition, all training supplies and material. The Agency further agrees at its expense, to provide and maintain ownership of all equipment necessary for the proper deployment of one (1) police officer to carry out the SRO agreement.

d. Invoices. The District will be invoiced at the end of each school year and at the end of summer school when coverage is provided. All payments owed by the School District to the Agency under the terms of this Agreement shall be made within thirty (30) days of the School District's receipt of an invoice from the Agency.

5. School District Duties. In addition to any responsibilities of the School District set forth in this Agreement, the School District will:

a. Confirm that the SRO has received all training required under the terms of this Agreement by obtaining a certificate from the Agency evidencing the training requirement has been satisfied.

b. Train staff annually regarding the appropriate role of SRO in schools and appropriate conditions under which SRO assistance may be requested.

c. Review data collected by the Agency at least one each year pertaining to all school-based searches, seizures, citations, ticketing; arrests, use of force, interrogations, and court referrals, disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status, and use such data to evaluate and revise policies to ensure the

Agreement is carried out in a manner consistent with civil rights and anti-discrimination law as such data is articulated in the standard New York State Incident Report.

d. To the extent permitted by law and/or School District policy, provide designated SRO with an office which includes access to a location for files and records that can be properly locked and secured.

e. Provide the SRO access to other general office equipment such as fax machines, copy machines, etc.

f. The School District acknowledges that the SRO may be required to attend, at the discretion of the Agency, emergencies, special needs and training function as deemed necessary by the Agency. In the event of certain emergency situations, the Agency reserves the right to reassign the SRO to deal with the emergency.

g. The SRO shall be granted all legally required breaks.

6. Agency Duties.

a. General Obligations of the Agency.

The Agency will:

i. Train the SRO regarding their role in the School District prior to his/her placement in the School District, or as soon as possible thereafter, by providing all tuition, workbooks, transportation and all other costs, other than salary, associated with successful completion of the New York State, DCJS, School Resource Officer Training Program.

Such training should encourage the SRO to exercise discretion to minimize arrests for minor misbehaviors and use all available diversion programs and other alternatives to arrest. Such training may also include topical areas such as child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and challenges relative to lesbian, gay, bisexual, transgender students and questioning students.

ii. Collect data reflecting all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, and disaggregate the data by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status. Said data shall take the form of individual New York State Incident Reports and shall be provided to the District on the same day the report is created. The Agency shall otherwise provide this data to the School District as requested.

b. Duties of SRO.

The Agency shall provide the District with police officers capable of following work rules:

i. Report directly to the East Greenbush Police Department Chief of Police or his/her designee;

- ii. Provide for the security and safety of all students, staff, and visitors, protect school property and maintain order in and around the school site;
- iii. Attend Superintendent's hearings with students as requested by the School District;
- iv. Provide intervention between students and/or staff using appropriate techniques to calm and control situations;
- v. Under the supervision of the Chief of Police or his/her designee, and in coordination with the School District's administration, investigate all crimes and incidents occurring on and in the vicinity of school grounds. Provide the appropriate documentation for such investigations;
- vi. Report all violations of law, school rules, regulations or policies to the School District's administration;
- vii. Enforce all governing New York State and federal laws, rules, and regulations and assist schools in meeting requirements mandated by New York State law;
- viii. Act as liaison with police and other emergency personnel.
- ix. Build relationships by being a liaison between the East Greenbush Police Department and the School District;
- x. Advise the School District's administration of any circumstances or situation that may create any potential harm to persons, or damage to, or loss of property;
- xi. When feasible and requested to do so by School District's officials, and in a manner which does not infringe upon individuals' Constitutional rights, screen persons entering the building or school grounds;
- xii. Become familiar with all hidden recesses in the building and check them periodically;
- xiii. Maintain post integrity. Be highly visible and available at all times and refrain from unnecessary fraternization with other officers/employees of the School District;
- xiv. Question any individual not having appropriate identification to ascertain his/her status;
- xv. Develop and maintain a positive and open relationship with students, administrators, faculty, staff, and parents;
- xvi. When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety. Additionally, provide information to students and staff in regard to DWIs, weapons, the sale of illegal drugs, etc.;
- xvii. Seize and store/dispose of any illegal substance or contraband seized by school officials as required/not required for evidence in the prosecution.
- xviii. Educate potential school-age victims in crime prevention and safety; and
- xix. Develop or expand crime prevention efforts for students.
- xx. The SRO is prohibited from detaining or questioning students about their immigration status.
- xxi. The SRO shall comply with all applicable laws, regulations, and School District Policies regarding corporal punishment of students and the use of physical restraints on students. Corporal punishment, meaning any act of physical force upon a student for the purpose of punishing that student, shall be prohibited. Physical restraint shall only be used in a situation in which immediate intervention involving the use of reasonable physical force is necessary to prevent imminent danger of serious physical harm to the student or others. The use of a prone restraint, meaning a physical or mechanical restraint while the student is in the face down position, is strictly prohibited. Physical restraint must be discontinued as soon as imminent danger of serious physical injury is over and may not be used in a manner that restricts students

ability to breathe or communicate or harms the student. This section shall not apply when a student is under arrest, in which case the SRO is acting in the capacity of law enforcement and may use handcuffs as necessary for the safety of the student and others.

c. **Event Duties.** Upon request of the School District, the Agency will request the SRO for School District events, including athletic events, in order to provide a safe and secure environment, prevent crime, maintain order, protect persons and property, and respond to and implement emergency services when required. However, SROs will not replace or substitute for police officer coverage of the Districts special events and security details.

d. **All Duties.** SRO shall not enforce school rules or policies: matters of school discipline shall be referred to the appropriate building principal. The SRO shall abide by School District policies except to the extent that such policies conflict with the officer's responsibilities as a law enforcement officer or in a situation where life or property is in danger. All of the obligations of the Agency as required under this Agreement shall be met without discriminating on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.

7. SRO Program Objectives. The objectives of the SRO program are to:

a. Provide a police presence at School District events in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors.

b. Provide a Law Enforcement resource to students, teachers, school administrators and parents, so as to:

i. Increase student awareness about personal safety, crime prevention, internet safety, conflict resolution, violence prevention, restorative justice, peer mediation, other related topics through formal and informal instructional strategies; and

ii. Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety.

c. Facilitate crime prevention, Law Enforcement, and security consultation.

d. Build lines of communication and promote positive attitudes between students and the East Greenbush Police Department

e. Proactively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior. These problems may involve the use of alcohol drugs, tobacco, illegal and prohibited substances. They may also involve peer pressure and sexual activity.

f. Provide a positive role model to the students.

g. Provide education in law enforcement as requested and appropriate

8. Qualifications of SRO. All individuals performing SRO services under this Agreement shall be and remain at all times properly licensed and/or credentialed in accordance with applicable law to perform services in accordance with this Agreement.

The SRO shall meet the following qualifications:

- a. Be a full time, certified police officer of the State of New York;
- b. Have excellent communication skills;
- c. Be able to relate well to children of all ages; and
- d. Possess good coordinating and planning skills.
- e. Successfully complete as soon as possible (or have already completed) the 32 hour NYS School Resource Officer Training Course.

9. Independent Contractor.

The Agency shall be providing services to the School District as an independent contractor, and any and all services performed by the SRO under this Agreement shall be performed in such capacity. The SRO shall not hold himself/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right of privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SRO shall not have or hold himself/herself out as having the authority or power to bind or create liability for the School District by the SRO's acts or omissions. As the SRO's employer, the Agency shall comply with all Federal, State, and local laws, rules and regulations. The Agency shall pay any applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the Agency or its relationship with the School District. The School District shall reimburse the Agency for these costs as set forth under Section 4b- Agency Compensation. The Agency further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including attorneys' fees) related to either party nonpayment and/or underpayment of any such taxes or payments. These provisions shall survive any expiration, termination, or non-renewal of this Agreement. An SRO assigned to the School District is under the direct supervision of the command officers of the East Greenbush Police Department. The School District shall have no ability to control the manner, means, details or methods by which the SRO, East Greenbush Police Department, or its agents perform services under this Agreement except as provided herein and as required by federal, state, or local laws, rules, and regulations.

10. Absences and Replacements.

a. Absences. In the event an assigned SRO is to be absent from work, the SRO shall notify the Agency supervisor. The Agency shall detail a qualified officer to cover the assignment. This substitute officer coverage will be at the Agency's expense.

b. Replacements and Removals. In the event that the Superintendent of Schools and/or the Agency determines that the work of an SRO is unsatisfactory to either or both, then in that event, the Superintendent and the Agency shall meet to seek agreement or corrective action. If the Superintendent of Schools and the Agency are unable to agree upon corrective action, the either upon written notice to the other may terminate the SRO's assignment to the School District. The Superintendent of Schools and the Agency shall thereafter meet to determine if a replacement SRO can be assigned to the district together with modification of the terms of employment and supervision if appropriate.

i. Irrespective of the above provisions, the parties must comply with any applicable due process requirements under the New York State Civil Service Law prior to the termination or reassignment of an SRO.

ii. In the event of the resignation, dismissal or reassignment of the SRO, or in case of long-term absences by the SRO, the Agency with an agreement from the Superintendent of Schools, shall provide a temporary replacement for the SRO within thirty (30) days of receiving notice of such absence, dismissal, resignation, or reassignment. As soon as practicable, the Agency and the School District shall find a suitable, permanent replacement for the School Resource Officer.

11. Confidentiality.

The parties agree that all information exchanged is considered confidential under federal and New York State Law and will be used only for the purpose outlined in the Agreement. The following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:

- Addendum A: Parents' Bill of Rights for Data Privacy and Security
- Addendum B:: Parents' Bill of Rights – Supplemental Information Addendum
- Addendum C: Agency's Data Security and Privacy Plan

12. Indemnification.

a. Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the Agency, its officers, employees or agents, the School District shall indemnify and hold harmless the Agency, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the School District; and the School District shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

b. Except for any liability, damages, claims, demands, costs, judgements, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the

School District, its officers, employees or agents, the Agency shall indemnify and hold harmless the School District, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgements, fees, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the Agency, the SRO, or third parties under the direction or control of the Agency; and the Agency shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

13. Insurance.

The East Greenbush Police Department maintains Excess General Liability and Automobile Liability Insurance with New York Municipal Insurance Reciprocal, at a limit of \$5,000,000 in excess of underlying General Liability (\$1,000,000/\$3,000,000) and Automobile Liability policies with limits of \$1,000,000 per occurrence. The School District and its officers, employees, and agents shall be named as Additional Insureds on a direct primary basis under the policy used for these coverages. This East Greenbush Police Department shall provide proof of statutory coverage in compliance with New York State Workers' Compensation Law and a copy of the applicable Additional Insured endorsement form evidencing the coverage outlined herein.

The Agency shall execute the attached Insurance and Indemnification Agreement, which is incorporated herein by reference.

14. Search and Seizure Procedures.

The SRO will follow the rules of probable cause in conducting searches on school grounds, and a search warrant may be obtained if necessary. The SRO reserves the right to search in cases where the SRO has sufficient legal cause to believe that a student or staff member is armed. The SRO will not be considered an agent of the School District when conducting searches.

15. Records Retention.

The parties agree that the Agency will maintain all records in connection with this Agreement for a period as required by law.

16. Non-Appropriation.

Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the School District shall have the option to immediately terminate this Agreement upon providing written notice to the other party. In such an event, the School District shall be under no further obligation to the Agency other than payment for cost actually incurred prior to termination and in no event will the Agency be responsible for any actual or consequential damages as a result of termination.

17. Possession of Firearm on School Grounds.

The Parties agree that the SRO may maintain possession of a firearm on school grounds in accordance with their status as a certified, full time police officer in New York State.

18. Governing Law.

The Agreement shall be construed and interpreted in accordance with the laws of New York State.

19. Assignment.

This Agreement may not be assigned by either party.

20. Interpretation.

The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted it.

21. Waiver.

The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or rights. A waiver is effective only if in writing and signed and delivered by the waiving party.

22. Applicability.

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. Any alterations, amendments, deletions, or waivers of the provisions in this Agreement shall be valid only when expressed in writing and duly signed by the parties.

23. Severability.

The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

24. Body Worn Cameras

Body worn cameras (“BWC”) are a common law enforcement tool and are utilized by the Town. A BWC will be utilized by the SRO; in the school setting the SRO shall have the discretion to record contacts when the SRO considers it to be in the best interest of the student, staff, school administrators or the SRO. The recordings of a BWC are the property of the Town. The Town will, if not otherwise prohibited by law, provide to the District copies of footage, upon request. If providing a copy of the footage is prohibited, the Town will facilitate the availability of its officer that made the video to testify, upon request of the District, in any school disciplinary hearing concerning the facts and circumstances of the videoed incident. If the BWC footage is

provided to a third party, the Town will also provide a copy to the District upon its request, if authorized by law. Any records produced by the BWC are not considered education records subject to FERPA, unless the District takes possession of a copy of such records, upon which the copy may be treated as an education record.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year first above written.

Jack Conway
Town Supervisor
Town of East Greenbush
Date _____

Kurtis M. Kotes, Ed.D.
Superintendent of Schools
East Greenbush Central School District
Date _____

Addendum A

PARENTS' BILL OF RIGHTS

State and Federal laws protect the confidentiality of personally identifiable information and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls and password protection, to be in place when data is stored or transferred. East Greenbush Central School District has adopted various policies to help ensure that personally identifiable information of students and staff is protected, that parents/guardians and eligible students have access to their student records for inspection and review, and processes to identify and correct possible breaches of data security. East Greenbush Central School District policies are on our website at <http://www.egcsd.org>. Just click on the Board of Education link to see the full policy manual. Parents may view the following particular policies relating to data privacy and security relating to student records and personally identifiable information. These policies are: #5500- Student Records #8630- Computer Resources and Data Management #8635- Information Security Breach and Notification Parents/guardians and eligible students have the right to review their student records, including student data stored or maintained by the East Greenbush Central School District for the student, in accordance with the Family Educational Rights and Privacy Act and policy #5500. Inquiries regarding access to student records should be made to the building principal or the director of technology. A complete list of all student data elements collected by the State 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. A student's personally identifiable information cannot be sold or released by the East Greenbush Central School District for any commercial or marketing purposes. Parents have the right to file complaints about possible privacy breaches of student data by the District, its third-party contractors or their employees, officers, or assignees, or with the New York State Education Department. Complaints may be directed to: Mr. Peter Goodwin Director of Technology East Greenbush Central School District 29 Englewood Avenue East Greenbush, New York 12061 Phone: 518-207-2554, E-mail: goodwinpe@egcsd.org. Complaints may also be directed in writing to: Chief Privacy Officer New York State Education Department 89 Washington Avenue Albany, NY 12234 E-mail: CPO@mail.nysed.gov. The full complaint process is under development and will be established through regulations to be proposed by the New York State Education Department's Chief Privacy Officer, who has not yet been appointed.

Addendum B

PARENTS’S BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM

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

Addendum C

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the East Greenbush Central School District (hereinafter “School District”) and Town of East Greenbush (“Contractor”) entered into an agreement for security services (hereinafter "Agreement”).

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

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District’s Data Security and Privacy Policy, as required by law.
2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement: [See attached].
3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District’s Parents Bill of Rights for Data Privacy and Security and will comply with same.
 - a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
 - b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the “Supplemental Information” appended to the Agreement.
 - c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the “Supplemental Information” appended to the agreement.
 - d. Student data and teacher and principal data will be stored in accordance with the “Supplemental Information” appended to the Agreement.
 - e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in NYCRR 121.
4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of

such data. Such training shall be provided as follows. All officers serving as Special Resource Officers shall receive training as required of police officers in New York State.

5. Subcontractors: Contractor shall not utilize sub-contractors.

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: *Procedures, plans or protocol must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.* [See attached].

7. Termination of Agreement.

Within 5 days of termination or expiration of the agreement without renewal, Contractor shall delete all personally identifiable information.

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

IN WITNESS WHEREOF, the Contractor hereto agrees to all duties and obligations under Addenda A-C.

Signature

Title

Date
