

**REGULAR TOWN MEETING**  
**TOWN BOARD AGENDA**  
**WEDNESDAY, JULY 9, 2025 at 6:00 P.M.**  
**TOWN OF NEW HARTFORD MUNICIPAL HALL**  
**8635 Clinton Street, New Hartford, New York**

- I. **BOARD MEETING MINUTES**
  - a. June 4, 2025
- II. **PRESENTATIONS/PUBLIC COMMENTS**
  - a. **Mr. Steve Buck**
    - 1. Mr. Buck would like to change location of project to Sangertown Mall for storage units
    - 2. Mr. Buck is seeking confirmation of zoning for his buyer of Kellogg Road property, Corey Robinson, developer of New Bar, Who's Your Daddy, and Smoke Shop Pipe King.
    - 3. Architect for Who's your Daddy presentation of rendering of Bar.
- III. **REPORTS OF TOWN DEPARTMENTS**
  - a. **Town Clerk – Cheryl Jassak-Huther:**
    - 1. NHFD – Waive permit fee for Annual Fire Truck Spectacular
    - 2. Lasher Cemetery Clean Up
  - b. **Police Department – Chief Ronald Fontaine**
    - 1. 2025-2026 School Safety Officer Program Agreement
    - 2. 2025-2026 School Resource Officer Program Agreement
    - 3. School Safety Officer Vacancy
  - c. **Highway Superintendent Richard Sherman**
    - 1. New Employee
- IV. **MATTERS SUBMITTED BY COUNCILMEN**
  - a. **Councilman Reynolds**
    - 1. Total number of fire inspections for June by inspector
    - 2. Total fees collected for June
  - b. **Councilman Latini:** RESPONDED NO AGENDA ITEMS
  - c. **Councilman Messa:** RESPONDED NO AGENDA ITEMS
  - d. **Councilman Tehan:**
    - 1. 2023 Bank Reconciliation: what is the status?
    - 2. 2023 Financial Statement Audit: what is the status?
    - 3. Bonadio Board packages for March and April 2025: review concerning commentary with Board
    - 4. Clintonview Apartments: lack of update on repairs from property owner
    - 5. Thomas Acres stop sign public hearing
- V. **MATTERS SUBMITTED BY TOWN SUPERVISOR/TOWN ATTORNEY**
  - a. **Town Supervisor**
    - 1. General Security Contract Washington Mills Park
    - 2. Food Trucks / Vendors / Signs
    - 3. Vouchers
  - b. **Town Attorney**
    - 1. Revised FOIL Application

**Local Law No. 4 of 2025**

**Town of New Hartford, New York**

A Local Law to amend the Code of the Town of New Hartford, Chapter 113 thereof entitled "VEHICLES AND TRAFFIC", Schedule VII, Section 113-41, stop intersections,

BE IT ENACTED by the Town Board of the Town of New Hartford as follows:

Section 1. Chapter 113 of the Code of the Town of New Hartford, Section 113-41, is hereby amended to include the following:

Section 113-41. Schedule VII: Stop Intersections.

**DIRECTION**

STOP SIGN ON  
*Fawncrest Blvd.*

OF TRAVEL AT  
*Northbound*

INTERSECTION OF  
*Merrimac St. Extension*

*Merrimac St. Extension Eastbound*

*Stanhope Court*

Section 2. All other provisions of Chapter 113.41 of the Code of the Town of New Hartford, and amendments thereto, are hereby affirmed except to the extent that this Local Law shall modify or amend.

Section 3. This Local Law shall become effective immediately upon its filing in the Office of the Secretary of State

## APPLICATION FOR PUBLIC ACCESS TO RECORDS

TO: Cheryl Jassak-Huther – Records Access Officer

(NOTE TO APPLICANT: Please be specific in describing the information which you are seeking, including dates. This will help us expedite processing your request.)

I hereby apply for the following information:

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I, the undersigned applicant, understand that the Records Access Officer will respond in writing no more than five (5) business days after that Officer's receipt of this request as to whether access will be provided or denied, and if provided, an estimated date for access to the information requested. I further understand that the statutory fee for copies is \$.25 per page and that in the case of voluminous documents requested, I may be asked to leave a deposit of pay in full beforehand.

- The fees for paper copies of records shall not exceed twenty-five cents per photocopy not in excess of nine inches by fourteen inches, or the actual cost of reproducing any other record in accordance with the provisions of paragraph C of this subdivision  
(C) in determining the actual cost of reproducing a record, an agency may include only:
  - i. An amount equal to the hourly salary attributed to the lowest paid agency employee who has the necessary skill required to prepare a copy of the requested record.
  - ii. Preparing a copy shall not include search time or administrative costs, and no fee shall be charged unless at least two hours of agency employee time is needed to prepare a copy of the record requested. A person requesting a record shall be informed of the estimated cost of preparing a copy of the record if more than two hours of an agency employee's time is needed, or if an outside professional service would be retained to prepare a copy of the record.

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(Signature of Applicant)

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(Name of Applicant – Please Print)

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\_\_\_\_\_  
(Name of Company/Firm being represented, if any)

\_\_\_\_\_  
(Complete Address including Zip Code)

\_\_\_\_\_  
(Phone Number including Area Code) / Email Address

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FOR AGENCY USE ONLY

APPROVED \_\_\_\_\_ DATE: \_\_\_\_\_ DENIED \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_ Record of which this agency is legal custodian cannot be found

\_\_\_\_\_ Record is not maintained by this agency

\_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Records Access Officer) (Rev. 7.2025)



## NEW HARTFORD FIRE DEPARTMENT

P.O. Box 328, 4 Oxford Road  
New Hartford, New York 13413-0328

RECEIVED

JUN 24 2025

TOWN OF NEW HARTFORD  
TOWN CLERK

*DMO*

June 24, 2025

Cheryl Jassak-Huther Town Clerk  
Town of New Hartford  
8635 Clinton St  
New Hartford, NY 13413

Dear Ms. Jassak-Huther.

The New Hartford Fire Department Benevolent Association will be holding the 21<sup>st</sup> Annual Fire Truck Spectacular on Thursday, July 17<sup>th</sup>, from 6:00 P.M. to 9:00 P.M. at Sangertown Square. This will be in the parking lot surrounding the former Macy's wing.

We are requesting that the applicable permit requirement be waived as was done last year.

Thank you,

Roy Schultz  
NHFD Truck Show Committee Chair

*Ray*  
315 794 3271

<u>2025 FIRE INSPECTIONS</u>			
<u>MONTH</u>	<u># of Inspections</u>	<u>Amount Collected</u>	
January 1 - February 12	37	\$16,663.87	
February 12 - March 11	19	\$6,136.94	
March 12 - April 4	14	\$4,853.51	
April 5 - May 6	14	\$4,727.64	
May 7 - June 3	16	\$8,308.54	
June 4 - July 2	32	\$18,250.68	
July 9 - August 5			
August 6 - Sept. 2			
September 3 - October 7			
October 8 - November 4			
November 5 - December 9			
December 10 - December 31			
<b>TOTAL January - December</b>	<b>132</b>	<b>\$58,941.18</b>	

**\*Money Collected in Clerk's Office**



#### COMMERICAL SERVICE AGREEMENT

Agreement made this First day of JULY, 2025 by and between General Security, Inc., hereinafter referred to as "Contractor" and WASHINGTON MILLS ATHLETIC FIELD hereinafter referred to as the "Subscriber". "Location" of premises 185 CLEAR RD, ORISKANY, NY  
Account Number: 4131S Equipment System Type to be covered by this agreement BURG AND FIRE SYSTEM

1. Service agreements are offered based on a physical inspection of the current system performed by General Security. General Security reserves the right to deny an annual service agreement based on the condition of the existing security system.
2. Contractor shall service upon subscriber's request the system installed in subscriber's premises based on:
  - Normal business hours of 8:30 a.m. – 4:30 p.m. Monday – Friday (Excludes weekends and Holidays)
  - No charge for service call includes parts and labor
  - Service agreement does **NOT** include or cover the following:
    - Acts of God, Fire or water damage, vandalism, rodent damage
    - Damage by customer, contractor or third party
    - Relocating equipment due to alterations or remodeling
    - Discontinued equipment
    - Disconnection to phone or internet by other service providers (phone or cable companies)
    - Power outages and electrical surges
    - Smoke detectors and Carbon Monoxide detectors beyond manufacturer expiration date
3. **TERM-** Annual agreements that automatically renew each year.
4. **SERVICE AGREEMENT RATES** (including key pads)

Subscriber agrees to pay the sum of \$ 261.36, per annum, payable in advance for the term of this agreement, commencing the first day of the month next succeeding the date hereof.

5. The parties hereto agree that the system, once installed, is in the inclusive possession and control of the subscriber, and it is subscriber's sole responsibility to test the operation of the system and to notify contractor if any equipment is in need of repair. Contractor shall not be required to service the system unless it has received notice from the subscriber, and upon such notice, contractor shall service the system to the best of its ability within 36 hours, exclusive of Saturdays, Sundays and legal holidays, during the business hours of 8:30 a.m. to 4:30 p.m., Monday through Friday.
6. Subscriber agrees to and shall indemnify and hold harmless the contractor, its employees, agents and subcontractors, from and against all claims, lawsuits including reasonable attorney fees and losses asserted against and alleged to be caused by contractor's performance, negligent performance or failure to perform its obligations. Parties agree that there are no third party beneficiaries of this contract.

ALBANY NY • BUFFALO NY • PLAINVIEW NY • ROCHESTER NY • UTICA NY • WINSTON SALEM NC • RICHMOND VA  
NYS Dept. of State License #12000262513, Virginia DCJS # 11-5570, North Carolina License #1892-CSA, Florida State License # EF0001089



7. The parties agree that the contractor is not an insurer and no insurance coverage is offered herein. Subscriber's payments to contractor are for service of a system designed to reduce certain risks and loss, though contractor does not guarantee that no loss will occur. Contractor is not assuming liability, and therefore shall not be liable to subscriber for any losses or damages sustained as a result of burglary, theft, hold up, fire, equipment failure, or any cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by contractor's negligent performance or failure to perform any obligation.
8. Legal Action. If the Subscriber defaults in the performance of any of the terms or conditions of this Agreement, including failing to make any payments as agreed herein, the Company may terminate the Agreement and shall not be required to service and maintain the System. The Subscriber shall remain liable for all payments and the balance of monies due for the unexpired term of this Agreement shall become immediately due and payable. Subscriber consents, acknowledges and agrees that Company reserves the right to pursue collection of any balance due either through Litigation or Arbitration, at Company's sole discretion. In any action or Arbitration commenced by Company against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. If Company prevails in any Litigation or Arbitration between the parties, Subscriber shall pay Company's reasonable attorney fees, which shall be a minimum of twenty-five (25%) percent of all balances sought hereunder. Any action by Subscriber against Company must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against Company must be based on the provisions of this Agreement. Any other action that Subscriber may have or bring against Company in respect to other services rendered in connection with this Agreement shall be deemed to have merged in and be restricted to the terms and conditions of this Agreement. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding. Any dispute between the parties or arising out of this Agreement, including issues of arbitrability, shall, at the Company's sole option, be determined by arbitration administered by Arbitration Services Inc., under its Arbitration Rules at [www.ArbitrationServicesInc.com](http://www.ArbitrationServicesInc.com), or by any other reputable arbitration service that Company may select. That upon the Subscriber's failure to defend any action or litigation, judgment shall be entered by the Clerk of the Court, or an award shall be issued in Arbitration, each together with attorney fees, interest, disbursements and other allowable costs. The parties hereby agree and waive their right to a trial by jury in any legal action between them, and hereby stipulate and agree that any disputes concerning this Agreement shall be determined in accordance with the laws of the State of New York. As part of the consideration for the Company entering into this Agreement, the Subscriber hereby agrees that any litigation or Arbitration between them may be brought only in a court or Arbitration service located within the State of New York, and consents to the jurisdiction of any court or Arbitration service within the State of New York, and further agrees to the venue of any such court or Arbitration service as may be chosen by the Company. The Subscriber waives the personal service of any and all service of process upon the Subscriber, and consents that all such service of process may be made by certified or registered mail, return receipt requested, directed to the Subscriber at the address herein stated above, or to any to other address that Subscriber may provide hereafter. Service or process as described herein shall be deemed complete even in the event Subscriber refuses to sign for or accept such service.
9. This agreement constitutes the full understanding of the parties and may not be amended or modified except in writing signed by both parties. Should any provision of this agreement be deemed void, the remaining parts shall not be affected.
10. Either party may terminate the agreement prior to renewal. Subscriber shall provide written notice to the contractor no later than 30 days prior to the annual renewal date of their intent to terminate this agreement.

I hereby agree to the terms and conditions of this agreement:

Name: \_\_\_\_\_ Date: 7/9/25

SIGNATURE

Paul Miscione

PRINT

The Location has been approved for a service agreement with GENERAL SECURITY

GENERAL SECURITY: Paula Aversa Date: JUNE 13, 2025

SIGNATURE

PAULA AVERSA

PRINT

ALBANY NY • BUFFALO NY • PLAINVIEW NY • ROCHESTER NY • UTICA NY • WINSTON SALEM NC • RICHMOND VA  
NYS Dept. of State License #12000262513, Virginia DCJS # 11-5570, North Carolina License #1892-CSA, Florida State License # EF0001089

[www.gensecurity.com](http://www.gensecurity.com)



# General Security

72 Kellogg Road  
New Hartford, NY 13413  
(800) 775-5281

Mail

## Invoice

Customer	TOWN OF NEW HARTFORD
Customer Number	4131S
Invoice Number	2088199
Invoice Date	7/1/2025
PO Number	
PAYMENTS APPLIED THRU	6/12/2025
Job / Service Ticket #	

## CURRENT CHARGES

Description	Amount
NEW HART TWNPARK/MAINT GARAG, 4191 State Route 12, New Hartford, NY	
3.00 MONITORING WITH STARLINK CELL/RADIO	49.95 149.85
New Hartford Recreation Ctr, 4 Mill St, New Hartford, NY	
3.00 Monitoring	25.79 77.37
Sherrillbrook Park-DOG PARK, State Route 12, New Hartford, NY	
3.00 Dog Park Hosted Access Control	10.00 30.00
WASHINGTON MILLS ATHLETIC FL, 3695 Oneida St, New Hartford, NY	
3.00 MONITORING WITH STARLINK CELL/RADIO	35.85 107.55
12.00 Service Contract Parts and Labor	21.78 261.36
<b>Subtotal:</b>	<b>\$626.13</b>
Tax	0.00
Payments/Credits Applied	0.00
<b>Invoice Balance Due:</b>	<b>\$626.13</b>

## IMPORTANT MESSAGES

NYS Dept. Of State License  
#12000262513

www.gensecurity.com

As summer approaches, it's the perfect time for a security check! Test your alarms and stay protected. Thank you for choosing General Security.

Please sign attached agreement & return to my office Paula

Registration Code: D2AD3E

Page 1

Please detach and return this portion with your payment to ensure proper credit.



## REMITTANCE INFORMATION

Customer Number	4131S
Invoice Number	2088199
Invoice Date	7/1/2025
Due Date	7/1/2025
Invoice Balance Due	\$626.13

**TOTAL DUE** **\$626.13**

Amount Enclosed:

Town of New Hartford  
TOWN OF NEW HARTFORD  
8635 Clinton Street  
New Hartford, NY 13413

General Security  
72 Kellogg Road  
New Hartford, NY 13413

## School Resource Officer Program (SRO)

### Agreement for Services

#### 2025-2026 School Year

THIS AGREEMENT, made and entered into, by and between the Town of New Hartford Police Department (hereinafter called "the contractor"), New Hartford Central School District (hereinafter called "the NHCS"), - Safe Schools/Healthy Students initiative.

WHEREAS, the NHCS Safe Schools/Healthy Students Initiative has need for a more intensive and coordinated approach is creating a safe and secure setting for the educational process to take place, and WHEREAS, the NHCS Safe School/Healthy Students Initiative desires to engage the services of a School Resource Officer to deal with the problems that occur within the school environment, and

WHEREAS, the Contractor is desirous to provide personnel to the NHCS Safe Schools/Healthy Students Initiative to be utilized as School Resource Officer at the times and places hereinafter indicated, and

WHEREAS, the parties agree that the parties' goals are the following:

1. Establish a multi-disciplinary team consisting of experienced and trained School Resource Officer (SRO) personnel from law enforcement and the staff of the NHCS Safe Schools/Healthy Students Initiative.
2. Increase the physical presence of a School Resource Officer within the NHCS Safe Schools/Healthy Students Initiative participating component district of New Hartford Central School.
3. Decrease the number of incidents involving outside police intervention at the above-named facilities.
4. Increase a sense of safety and order within the school setting.
5. Provide counseling and advice to troubled students, faculty, staff. Assist with investigation, mediation and or resolution of issues surrounding school rules, codes of conduct or criminal matters as necessary occurring amongst students, faculty, staff, visitors.

NOW, THEREFORE, in exchange for the consideration hereinafter stated:

1. The NHCSD, hereby agrees to secure the services of the Contractor and The Contractor agrees to provide to the NHCSD Safe Schools/Healthy Students Initiative the services of one police officer who will serve as School Resource Officer on a part-time basis from September 5, 2025 to June 26, 2026 to be assigned as follows:

The Contractor agrees to provide a School Resource Officer to the NHCSD at an average of 4 hours per day, so that the designated SRO is on average physically deployed at a NHCSD building at an average of 20 Hours per week over the course of the entire regular school year to provide SRO services as needed district wide.

2. The School Resource Officer will wear the Contractor's department uniform which may vary including sidearm in an authorized holster when appropriate.

3. To the extent possible, the designated officer's substitutes shall be limited in number to afford student and staff familiarity.

4. The Contractor agrees that the general duties and responsibilities of the officer when working as School Resource Officer at each of the facilities will be as follows:

A. Provide for the security and safety of all students, staff, and visitors, protect school property and maintain order in and around the school site.

B. Provide intervention between students and/or staff using appropriate techniques to calm and control situations as needed.

C. Under the supervision of the Principal or designee, investigate all crimes and incidents occurring on and in the vicinity of school grounds. Provide the appropriate documentation for such investigations.

D. Report all violations of law, school rules, regulations or policies to school administration.

E. Enforce New York State laws, rules and regulations.

F. Act as a liaison with police and other emergency personnel.

G. Advise school administration, NHPD supervisors, and Officers assigned as SSOs of any circumstance or situations that arise that may create a potential for harm to persons, or damage to, or loss of property associated with the school or its premises.

H. Become familiar with the Student Code of Conduct, particularly prohibited items: cellular telephones, pagers, walk-mans, wearing of hats, etc.

I. As needed and when requested, assist School Staff with the enforcement of the Code of Conduct.

J. Report for duty in a timely manner. If unable to work, give prior notification to the NHCS Safe Schools/Healthy Students Initiative and Contractor to make sure that a substitute has been arranged.

K. Question any individual not having appropriate identification who appears to be a student to ascertain his/her status.

L. Act as a mentor to students by developing a rapport with students.

M. Develop a working relationship with the staff.

N. Report directly to the Principal or his/her designee.

O. When requested, participate in meetings and or educational presentations with school officials, students' parents or the School Board. When requested, participate in meetings to assist in dispute resolution and/or in developing policy and procedures concerning school safety.

P. School Resource Officers shall not enforce school rules or policies: matters of school discipline shall be referred to the appropriate building principal. School Resource Officers are prohibited from detaining or questioning students about their immigration status.

Q. Comply with all applicable laws, regulations, and District policies regarding corporal punishment of students and the use of physical restraints on students.

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Numbering Style: A, B, C, ... + Start at: 1 + Alignment:  
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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 School Resource Officer is acting in the capacity of law enforcement and may use handcuffs as necessary for the safety of the student and others.

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5. The designated School Resource Officer and any substitute officers are not employees of the NHCSO as that term is commonly understood and, therefore, it is expressly understood that the NHCSO is not responsible for any worker's compensation, disability or medical insurance coverage for said officer.

6. Any investigations, arrests, interviews, follow up work or other matters including supervision and or administrative time associated with matters that arise as part of the SRO Program including related duties arising from SRO duties that carry over beyond the NHCSO premises and or which may on occasion require additional time by the SRO or others spent over and above the agreed upon time are included in the sum of \$44,101.78 and such additional time will be provided to the NHCSO at no additional charge by the Contractor.

7. The parties agree that all information exchanged is considered confidential and protected under Federal and New York State Confidentiality Laws including FERPA, HIPPA, and issues pertaining to Alcohol and Substance Abuse. The following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:

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

Notwithstanding the foregoing, the contractor shall act as a law enforcement official and any information received in such capacity shall not be protected unless specifically protected under the heretofore mentioned laws and rules.

8. The Contractor and any subsequent substitute shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection from an HIV related test.

The Contractor and any other substitute officers from the Town of New Hartford Police Department agrees that their staff to whom confidential HIV related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation 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. The Contractor and any substitute contractor must include the following written statement 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."

9. It is understood by the NHCSO and the Contractor that the New Hartford Police Department will retain tactical control of the School Resource Officer. When the School Resource Officer becomes aware of any illegal activity, he/she will then function as a Town of New Hartford Police Officer with respect to the investigation and prosecution of such illegal activity.

10. The NHCSO shall indemnify and hold the Contractor and the designated School Resource Officer harmless from any action, suit or claim that arises from the negligence or willful misconduct of NHCSO, its employees, officers, or agents ~~the reasonable performance of duties by the designated officer as a School Resource Officer~~. The NHCSO shall not be responsible for grossly negligent conduct, conduct performed outside the scope of the School Resource Officer's duties or conduct occasioned by the School Resource Officer's action. The Contractor agrees to defend and hold the NHCSO and its officers, agents and employees free, harmless and indemnified from and against any and all claims, expenses, costs, suits or causes of actions arising from or in any way out of the negligence or willful misconduct of the Contractor, its employees (including the School Resource Officer), officers, or agents.

11. Notwithstanding any other provisions of this Agreement, the Contractor shall comply with all New York State Laws, rules and regulations governing Child Abuse, Neglect and Maltreatment.

12. The parties agree that the Contractor shall be paid the sum of \$44,101.78 per year for the 2025-2026 school year. ½ to be due in January 2026, the other ½ due in July 2026.

13. The rate of pay and fringe is paid at the currently negotiated employee contract for the Contractor's police department and may change upon any future signed employee contract. Upon the NHCSD's receipt of statement for payment of the contract fee, the NHCSD agrees to pay the Contractor upon presentation of a Billing Statement, listing Contract name, for the work performed by the School Resource Officer. The NHCSD agrees to pay the Contractor \$44,101.78 for the services of the School Resource Officer for the 2025-2026 school year. Any time spent by a School Resource Officer that is not related to the interest of the NHCSD Safe Schools/Healthy Students Initiative will not be reimbursed. Any expense or financial obligations made by a School Resource Officer without the prior approval of the NHCSD Safe Schools/Healthy Students Project Director will become the responsibility of the Contractor. Any time spent at the participating component district over and above the contractually agreed upon hours per week will not be billed to the NHCSD Safe Schools/Healthy Students Initiative unless prior approval for this expenditure is granted by an authorized agent of NHCSD.

14. The parties agree that all records must be available for a period of four (4) years and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request.

15. This agreement contains all terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.

No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

16. This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate governing bodies where required.

17. 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 NHCS D and/or the Contractor shall have the option to immediately terminate this Agreement upon providing written notice to the other party. In such an event, the NHCS D shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

18. The NHCS D and the Contractor agree that this Agreement may be terminated upon thirty (30) days written notice to the other party at said party's designated address. In case of termination of said Agreement, the NHCS D will be provided with all documents, notes memoranda and reports (if any) with respect to the School Resource Officer's service up to the effective termination date of said Agreement. The parties further agree that this Agreement expires on June 26<sup>th</sup>, 2025 without notice. Any extension or renewal of said Agreement shall be authorized by the NHCS D Board.

19. The Town agrees to use best efforts to cooperate with the District to have any individuals providing services who will have a direct contact with students on School District premises to furnish fingerprints and submit to a criminal background check and clearance by the State Education Department's Office of School Personnel Review and Accountability (OSPRA) prior to performing services. These best efforts may include, but are not limited, to completing paperwork and filing such paperwork with an appropriate agency, e.g., BOCES, for the purpose of submitting fingerprints for criminal clearance. The District shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance. The Town shall provide a complete roster of all persons who will and/or may be providing services under this Agreement and shall further be responsible for providing updated lists as necessary.

Contractor (Town of New Hartford Supervisor)

By: \_\_\_\_\_ Date: \_\_\_\_\_

District Superintendent (NHCS D Superintendent of Schools)

By: \_\_\_\_\_ Date: \_\_\_\_\_



#### Addendum A

#### PARENTS' BILL OF RIGHTS

The New Hartford Central School District seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the district, to enhance the opportunities for learning and to increase the efficiency of our district and school operations.

The New Hartford Central School District seeks to insure that parents have information about how the District stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including § 2-d of the New York State Education Law.

Education Law § 2-d mandates that each educational agency develop a Parent Bill of Rights for data privacy and security. The purpose of this document is to provide information to parents and students about certain legal requirements that protect personally identifiable information.

To further these goals, the New Hartford Central School District has posted this Parents' Bill of Rights for Data Privacy and Security.

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Board Policies 7240, 7242, and 7250. You may access these Policies from the District's website.
3. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State will be available at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the CJ Amarosa, MIS Director, New Hartford Central Schools, 33 Oxford Rd. New Hartford, NY 13413 OR to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.

#### Addendum B

#### PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by Firm (the “Contractor”) are limited to the purposes authorized in the contract between the Town of New Hartford (“Contractor”) and New Hartford 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 New Hartford Central School District (hereinafter "School District") and Town of New Hartford ("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 in the following way(s): [Insert Here]
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: [Insert Here]
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 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided: [Insert Here]

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 protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.* [Insert Here]

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

\_\_\_\_\_

# SCHOOL SAFETY OFFICER PROGRAM

## Agreement for Services 2025-2026 School Year

THIS AGREEMENT, made and entered into, by and between the Town of New Hartford Police Department (herein after called "the Contractor"), and the New Hartford Central School District (herein after called "the District"), shall be known as the School Safety Office Initiative.

WHEREAS, the District has need for a more intensive and coordinated approach in creating a safe and secure setting for the educational process to take place, and WHEREAS, the District desires to engage the services of a School Safety Officer to provide a uniformed Police presence in the designated schools as a deterrent to criminal behavior on the school campus and to promote a greater sense of safety and security within the school environment, and

WHEREAS, the Contractor is desirous to provide personnel to the District's School Safety Officer Initiative to be utilized as School Safety Officers at the times and places hereinafter indicated, and

WHEREAS, the parties agree that the parties' goals are the following:

1. Establish a staff of School Safety Officers consisting of experienced and trained personnel from law enforcement Officers, who have retired,
2. Increase the physical presence of School Safety Officers within the District's Schools,
3. Decrease the number of incidents involving outside police intervention at the above named facilities,
4. Increase a sense of security and order within the school setting,
5. Ensure that the buildings safety and security measures are in place and being followed by students, staff and parents.

WHEREAS, the Contractor and the District desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by said School Safety Officers in the District.

NOW, THEREFORE, in exchange for the consideration hereinafter stated, the parties hereto agree as follows:

1. The District, hereby agrees to secure the services of the Contractor, and the Contractor agrees to provide to the District the equivalent of five full-time Safety Officers from September 5, 2025 to June 26, 2026 (Dates May Vary according to School Instructional Calendar) to be assigned as follows:

The Contractor agrees to have an officer(s) on site at the New Hartford Senior High

School from 7:15 am – 3:15 pm, the Ralph W. Perry Junior High School from 7:15 am – 2:45 pm and Bradley Elementary/Hughes Elementary School/Robert E. Myles Elementary School from 8:15am – 3:15 pm, each day that school is in session during the school year. The Contractor further agrees to have an officer on site at the District's Summer School Program each day the program is in operation if such program is in session at a District Site. The district agrees to notify the Contractor of this program as soon as practicable. The Contractor agrees to provide a marked police vehicle for use to each School Safety Officer assigned to a school building. The police vehicle will be parked in the main school parking lot or any other agreed upon location on the school premises.

2. The Contractor agrees to provide and to pay the School Safety Officer's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the Contractor.

3. The School Safety Officers shall be subject to all other personnel policies and practices of the Contractor, except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

4. The Contractor, in its sole discretion, shall have the power and authority to discharge and discipline School Safety Officers. The Contractor and District will be a part of the screening and hiring process. The Contractor shall hold the District free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by School Safety Officers.

5. In the event a School Safety Officer is absent from work, the School Safety Officer shall notify his/her supervisor. The Contractor shall notify the Superintendent of Schools or designee that the School Safety Officer will be absent and shall notify the Superintendent of the replacement School Safety Officer.

6. The relationship of the Contractor, to the District shall be that of independent contractor and neither party shall be an agent of or otherwise have authority to bind the other party.

7. The School Safety Officer will wear the Contractor's department issued uniform including sidearm and all other equipment authorized and issued by the Contractor.

8. The District will reimburse the Contractor for all costs associated with the acquisition and maintenance of all uniforms and equipment to include boots, duty weapon, Taser, and other equipment issued by the Contractor to the School Safety Officer. The Contractor will retain ownership of said uniforms and equipment at all times to include the termination of this Agreement.

9. School Safety Officers assigned to the District shall meet the following basic qualifications:

A. Shall be a sworn officer and should have a minimum of two (2) years of law enforcement experience;

B. Shall possess a sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;

C. Shall possess even temperament and set a good example for students;

D. Shall possess communication skills that would enable the officer to function effectively within the school environment.

10. The Contractor will provide substitute coverage when the designated officer is absent. The District may request from the Contractor that certain individuals not be assigned to the District if it is determined by the District that the substitute does not meet the above listed qualifications. To the extent possible, the Contractor will honor these requests.

11. In the performance of their duties, School Safety Officers shall regularly coordinate and communicate with the Principal or the Principals' designee of the schools to which they are assigned. The Principal or designee shall contact the superior officer assigned by the Contractor for such purpose in the event of any question regarding the performance of duties by a School Safety Officer. School Safety Officers shall not enforce school rules or policies: matters of school discipline shall be referred to the appropriate building principal. School Safety Officers are prohibited from detaining or questioning students about their immigration status.

12. The Contractor and District agree that the general duties and responsibilities of the officer when working as School Safety Officer at each of the facilities will be as follows:

A. The primary function of each SSO assigned to a school, is to provide Police protection for the safety and security of all students, faculty, staff, and visitors, from all outside threats and outside threats of physical harm directed towards any student, faculty, staff, or visitor, in and around each school site.

B. Provide emergency intervention between students and/or staff using appropriate techniques to calm and control situations or incidents if they arise, including incidents that arise within the school community until any necessary and further New Hartford Police Department response is made.

C. Report to school Administration, all violations of school rules, regulations and policies which may jeopardize the safety and security of any students, faculty, staff or visitors.

D. Respond to and act swiftly to Enforce N.Y. State laws, rules and regulations, major disruptions and flagrant criminal offenses occurring on school premises, such as disorderly conduct, weapon possession, sale and/or distribution of illegal or prohibited substances and other unlawful acts. After taking appropriate interventional action to contain the situation, the SSO will report to an NHPD Supervisor and school Administration the details of the incident and any action taken by the SSO thus far.

E. Act as a liaison with police and other emergency personnel.

F. Immediately advise school administration of any circumstance or situations that may create a potential for harm to persons, or damage to, or loss of property. School administration will determine the next steps.

G. When feasible and requested to do so by School Officials, screen all persons entering the building or school grounds. Take necessary action to prohibit loitering and trespassing on school grounds.

H. Act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots.

I. Become familiar with all hidden recesses in the building and check them periodically.

J. Maintain Security Post integrity, by being present at the main point of ingress. Be highly visible at all times and refrain from unnecessary fraternization with other officers/employees. Officers may leave their main post to make period checks of other areas within each school building where student, faculty, staff or visitors are present, and may leave their main post to attend to any emergent situation while making attempts to notify school administration when feasible.

K. Report for duty in a timely manner.

L. Question any individual not appearing to be a member of school faculty, staff or a student. The status of the person will be ascertained. If it is determined that the person is a visitor to the school, the SSO will escort the visitor to school administration so that proper registration is completed and visitor credential issued.

M. Develop a working relationship with the staff.

N. Meet all of the obligations above without discriminating on the basis of race, color, sex, national origin or membership in any other protected class.



O. Comply with all applicable laws, regulations, and 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 School Security Officer is acting in the capacity of law enforcement and may use handcuffs as necessary for the safety of the student and others.

13. The designated School Security Officer and any substitute officers are not employees of the District as that term is commonly understood and, therefore, it is expressly understood that the District is not responsible for any Workers' Compensation, disability, unemployment or medical insurance coverage for said officer.

14. The District will make available a suitable location for the School Safety Officer to take breaks and have a midday meal.

15. The District will provide suitable accommodations (desk and chair) at the main entrance of each school building so that the School Security Officer may be periodically seated during the school day.

16. Reporting of Crimes: If school personnel uncover evidence that a crime has been committed as defined in a statute and/or District policy/regulation or as determined by the school Principal or his/her designee, the school official may notify the School Safety Officer or in the event of an emergency or the School Safety Officer's absence dial 911 for police.

Once notified of the occurrence of a crime the School Safety Officer will respond to any location on the school grounds as necessary, take any necessary interventional action to protect the safety of any student, faculty, staff, visitor or property and complete the applicable report in conformance with the Contractor's rules, regulations, policy and procedures. When appropriate, or in the event of a serious crime, the School Safety Officer will notify the appropriate Contractor supervisory personnel and request their services for a police response.

17. The School Safety Officer shall comply with all state and federal laws as well as all of the Contractor's rules, regulations, policies and procedures related to investigations, interviews, and search and arrest procedures.

18. It is understood by the District and the Contractor that the New Hartford Police Department will retain tactical control of the School Safety Officer.

19. Interview Procedures: In the event a crime is occurring, as defined in a statute and/or District administrative guidelines or as determined by the school Principal or his/her designee and the School Safety Officer that the School Safety Officer should interview a student, the School Safety Officer should:

A. Question any witnesses to determine that a crime was committed and who committed the crime. The School Safety Officer shall have the general authority to question or interview any student at school who may have information about criminal misconduct or, unless otherwise requested by the Principal or designee in a particular instance, about the violation of the conduct policies of the District. As a general rule, the interview should be conducted in cooperation with and in the presence of a school official but when immediate action is necessary or in an emergency situation, the School Safety Officer may interview a student without the presence of a school official.

B. Question the person suspected of committing the crime. The school personnel may conduct such investigation as they deem appropriate for school purposes. In questioning students suspected of committing a crime at school or related to school or school events, the School Safety Officer is responsible for complying with all applicable laws and Contractor rules, regulations, policies, and procedures regarding the questioning and arrest procedures, including procedures which apply to minors or to persons under sixteen (16) years of age.

20. Search Procedures: When requested by school officials, the School Safety Officer shall assist with search of students, possessions and vehicles in order to protect the safety of all persons involved in the search. If a search uncovers evidence of criminal misconduct, the evidence may be held for or turned over to the School Safety Officer. All inquiries and searches conducted by the School Safety Officer shall be in compliance with State and Federal law as well as the Contractor's rules, regulations, policies and procedures.

21. Arrest Procedures-School Related Crimes: When a School Safety Officer arrests or takes a juvenile under the age of sixteen (16) into custody, he/she shall work in conjunction with the Contractor and other appropriate officials to determine the course of action which is appropriate and lawful under the circumstances.

Students over sixteen (16) years of age: When a School Safety Officer arrests or takes a person over the age of sixteen (16) into custody, he/she shall select the course of action that is appropriate and lawful under the circumstances.

If circumstances permit, the School Safety Officer and Principal shall mutually agree upon a time during the school day for the removal of the student from school. The student shall be called to the office by the Principal at that time.

22. Controlled Substances: District officials shall notify the School Safety Officer in all cases involving possession, sales or distribution of controlled substances at school or school activities.

Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the School Safety Officer for proper identification and eventual destruction. The School Safety Officer will also be available to testify in any school disciplinary hearing.

If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the School Safety Officer shall be notified and the School Safety Officer will conduct the appropriate investigation, notify or cause to be notified the Contractor for proper support and assistance and/or take other appropriate law enforcement action.

23. District officials shall allow School Safety Officers to inspect and copy any public records maintained by the school that is permissible by law. Pursuant to the Family Educational Rights and Privacy Act (FERPA), the District hereby designates each School Safety Officer as the District's "law enforcement unit" for the purpose of enforcing Federal, State or local law and maintaining the physical security and safety of the schools to which they are assigned, and as such shall have access to student education records as appropriate in order to carry out their School Safety Officer duties. The following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the

Agreement:

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

24. The Contractor and any subsequent substitute shall not discriminate or refuse assistance to individuals with AIDS or who are HIV positive. The Contractor and any other substitute officers from the Town of New Hartford Police Department agrees that their staff to whom confidential HIV-related information may be given as a necessity for providing services and in accordance with Section 403 of Title 18 NYSDSS regulation 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.

The Contractor and any substitute contractor must include the following written statement 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."

25. The District shall hold the Contractor and the designated School Safety Officer harmless from any action, suit or claim that arises from the ~~reasonable performance of duties by the designated officer as a School Safety Officer~~ negligence or willful misconduct of the District, its officers or employees. The District shall not be responsible

~~for grossly negligent conduct, conduct performed outside the scope of the School Safety Officer's duties or conduct occasioned by the School Safety Officer's actions.~~

The Contractor shall maintain in full force and effect during the term of this agreement comprehensive liability insurance policy with coverage that is consistent with police department policies and procedures.

The Contractor agrees to defend and hold the District and its officers, agents and employees free, harmless and indemnified from and against any and all claims, expenses, costs, suits or causes of actions arising from or in any way out of the performance of the duties of the School Safety Officer or the School Safety Officer Program.

Any investigations, arrests, interviews, or other matters that require additional time at the designated district building over and above the agreed upon hours per day will result in overtime being charged to the District by the Contractor. When such a situation arises, the Principal or his/her designee must be notified and approve the overtime prior to the work being done by the Contractor.

26. Notwithstanding any other provision of this Agreement, the Contractor shall comply with all New York State Laws, rules and regulations governing Child Abuse, Neglect and Maltreatment.

27. The rate of pay and fringe is paid at the currently negotiated employee contract for the Contractor's police department and may change upon any future signed employee contract. The Contractor shall provide the District with written notice of any rate of pay change together with a copy of the Contract. Upon the District's receipt of statement for payment of the contract fee, the District agrees to pay the Contractor upon presentation of a Billing Statement, listing Contract name, for the work performed by the School Safety Officer.

A. The District agrees to pay the Contractor for the services of the School Safety Officers for the 2025 – 2026 school year based on the following hourly rate per officer:

\$ 42.21

B. The District also agrees to pay the Contractor for the hours spent by the School

B. Safety Officers undergoing mandatory training to become a School Safety Officer.

C. Any time spent by a School Safety Officer that is not related to the interest of the District will not be charged to the District.

D. Any expenses or financial obligations made by a School Safety Officer without the prior approval of the District will become the responsibility of the Contractor.

E. Any time spent at the District over and above the contractually agreed upon hours per day will be billed as overtime, subject to prior approval by the Principal

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or his/her designee.

28. This agreement contains all terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

29. This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate governing bodies where required.

30. 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 District and/or the Contractor 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 Contractor other than payment for costs actually incurred prior to termination and in no event will the Contractor be responsible for any actual or consequential damages as a result of termination.

31. The District and the Contractor agree that this Agreement may be terminated upon thirty (30) days written notice to the other party at said party's designated address. In case of termination of said Agreement, the District will be provided with all documents, notes memoranda and reports (if any) with respect to the School Safety Officers' service up to the effective termination date of said Agreement. The parties further agree that this Agreement expires on June 30th, 2026 without notice. Any extension or renewal of said Agreement shall be authorized by the District's Board of Education.

32. The Town agrees to use best efforts to cooperate with the District to have any individuals providing services who will have a direct contact with students on School District premises to furnish fingerprints and submit to a criminal background check and clearance by the State Education Department's Office of School Personnel Review and Accountability (OSPRA) prior to performing services. These best efforts may include, but are not limited, to completing paperwork and filing such paperwork with an appropriate agency, e.g., BOCES, for the purpose of submitting fingerprints for criminal clearance. The District shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance. The Town shall provide a complete roster of all persons who will and/or may be providing services under this Agreement and shall further be responsible for providing updated lists as necessary.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Contractor (Town of New Hartford)  
By: Town of New Hartford - Town Supervisor  
Paul Miscione

Date:

District (New Hartford Central School District)  
By: Joseph D'Apice  
New Hartford Central School District  
Superintendent of Schools

Date:

Addendum A

PARENTS' BILL OF RIGHTS

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The New Hartford Central School District seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the district, to enhance the opportunities for learning and to increase the efficiency of our district and school operations.

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The New Hartford Central School District seeks to insure that parents have information about how the District stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including § 2-d of the New York State Education Law.

Education Law § 2-d mandates that each educational agency develop a Parent Bill of Rights for data privacy and security. The purpose of this document is to provide information to parents and students about certain legal requirements that protect personally identifiable information.

To further these goals, the New Hartford Central School District has posted this Parents' Bill of Rights for Data Privacy and Security.

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Board Policies 7240, 7242, and 7250. You may access these Policies from the District's website.
3. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State will be available at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> and a copy may be

obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.

5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the CJ Amarosa, MIS Director, New Hartford Central Schools, 33 Oxford Rd. New Hartford, NY 13413 OR to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.

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#### **Addendum B**

##### **PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM**

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which "student data" or "teacher or principal data" (as those terms are defined in Education Law Section 2-d and collectively referred to as the "Confidential Data") will be used by Firm (the "Contractor") are limited to the purposes authorized in the contract between the Town of New Hartford ("Contractor") and New Hartford 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).
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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.
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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.

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Addendum C

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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 in the following way(s): [Insert Here]

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: [Insert Here]

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.
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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: [Insert Here]

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 protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.* [Insert Here]

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

\_\_\_\_\_