

SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer (“SRO”) Agreement (this “**Agreement**”) is made as of _____, 2026 between the Tioga County Sheriff’s Department (hereinafter the “**Department**”) and Spencer Van Etten Central School District, with offices located 16 Dartts Crossroad, Spencer, NY 14883 (hereinafter referred to as the “**School District**”).

RECITALS

WHEREAS, Article 5-G of the New York General Municipal Law authorizes municipal corporations to enter into agreements for the performance or exercise of services, functions, powers, or activities on a cooperative or contract basis among themselves or one for the other; and

WHEREAS, Section 119-n of the General Municipal Law defines the term “municipal corporation” for the purposes of Article 5-G as a county outside the city of New York, a city, a town, a village, a board of cooperative educational services, a fire district, or a school district; and

WHEREAS, the School District and the Department are each a "municipal corporation" as defined above; and

WHEREAS, both the School District and the Department have authority to provide security personnel on School District premises and events; and

WHEREAS, the School District and the Department have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of an officer employed by the Department to serve as the School Resource Officer at the School District;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. General Terms and Conditions.

- a. The Department and School District enter into this Agreement for the purpose of placing an officer on site at the School District to serve as SRO during the hours of 7:30 a.m. until 3:30 p.m. From time to time, the School District may request that the Department provide an SRO for additional shifts as needed or coverage for evening events. The Department will assign the SRO to the School District according to a mutually agreeable schedule, in accordance with the terms set forth herein.
- b. The Department agree that services rendered under this Agreement will be in compliance with applicable Federal and State constitutional requirements, local laws, rules, regulations, including but not limited to, the New York State Worker’s Compensation Law, New York State Civil Service Law, New York State General Municipal Law, and applicable regulations of the Commissioner of Education.

- c. The SRO shall be subject to all other personnel policies and practices of the Department.
2. **Purpose.** The School District hereby agrees to secure the services of the Department, and the Department agrees to provide the service of an officer to serve in one (1) SRO position designated by agreement of the parties to be assigned as follows:

The Department agree to have one (1) SRO on site at the designated School District building(s) from 7:30 a.m. to 3:30 p.m. each day that school is in session during the school year. The SRO shall be granted all legally required breaks (e.g. lunch when legally required). Additional shifts will be approved as needed if possible. If coverage is required for evening events, the parties will agree to flex shifts for the SRO on the days evening coverage is needed.

3. **Term.** The term of this Agreement commences on agreement execution and expires five years after the date of execution.

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 Department.

4. **Payment.**

- a. **SRO Compensation.** The Department agree to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the Department.

- b. **Department Compensation.**

- i. **Compensation for Services.** The School District shall pay to the Department a total amount not to exceed Fifty Thousand Dollars (\$50,000) in consideration for the services set forth in this Agreement. The Department will invoice the School District on a monthly basis for services rendered beginning on August 1, 2026 and every month thereafter for the duration of this Agreement.

- ii. **Invoices.** All payments owed by the School District to the Department under the terms of this Agreement shall be made within thirty (30) days following School District's receipt of an invoice from the Department.

- iii. The Department will supply a marked police vehicle for each shift for no additional cost to the Department. The District will permit the County to access gasoline at the District Transportation Department for the SRO vehicle as needed for the duration of the contract.

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 evidencing the training requirement has been satisfied.
- b. Train staff annually regarding appropriate role of SRO in schools, and appropriate conditions under which SRO assistance may be requested.
- c. Review data collected by the Department at least once each year pertaining to all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, 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 laws.
- d. To the extent permitted by law or School District policy, provide the SRO with an office which includes access to a location for files and records that can be properly locked and secured.
- e. 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 direction of the Department, emergencies, special needs and training functions as deemed necessary by the Department.

6. **Department Duties**

- a. **General Obligations of the Department.** The Department will:
 - i. Train the SRO regarding their role in the School District prior to their placement in the School District. 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 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. The Department shall

provide this data to the School District at least once each year during the term of this Agreement.

- iii. Cooperate with the School District to implement the SRO Program with the least possible disruption to the educational process.

b. **Duties of SRO.** The Department shall provide the School District with an officer(s) capable of providing the following SRO services:

- i. Report directly to the designated supervising officers at the Department.
- 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 Department, 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 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 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 their 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, 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 prosecution.
 - xviii. Educate potential school-age victims in crime prevention and safety.
 - xix. Develop or expand crime prevention efforts for students.
 - xx. **RESTRAINTS:** The SRO shall 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 SRO is acting in the capacity of law enforcement and may use handcuffs as necessary for the safety of the student and others.
- c. **All Duties.** The SRO shall not enforce school rules or policies: matters of school discipline shall be referred to the appropriate building principal. The SRO shall not detain or question students about their immigration status. 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 Department 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.

- 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 Department and the School District.
 - 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 the SRO.** All individuals performing SRO services under this Agreement shall be and remain at all times properly licensed and credentialed in accordance with applicable law to perform services in accordance with this Agreement. The SRO shall meet the following qualifications:
- a. Be a certified police officer of the State of New York with prior law enforcement experience;
 - b. Have excellent communication skills;
 - c. Be able to relate well to children of all ages; and
 - d. Possess good coordinating and planning skills.
9. **Independent Contractor.** The Department 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 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 or 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 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 Department shall comply with all Federal, State, and local laws rules and regulations. The Department 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

the Department or their relationship with the School District. The Department further agree to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including attorneys' fees) related to either parties nonpayment or underpayment of any such taxes or payments. These provisions shall survive any expiration, termination, or non-renewal of this Agreement. The SRO assigned to the School District is under the direct supervision of the command officers of the Department. The School District shall have no ability to control the manner, means, details or methods by which the SRO, the Department or their 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 their supervising office at the Department. The Department shall promptly notify the Superintendent of Schools that the SRO will be absent and shall assign the other individual providing services under this Agreement to replace them.
- b. **Replacements and Removals.** In the event that the Superintendent of Schools or the Department determine that the work of an SRO is unsatisfactory to either or both, then in that event the Superintendent, the Department shall meet to seek agreement or corrective action. If the Superintendent of Schools and the Department are unable to agree upon corrective action, then either upon written notice to the other may terminate the SRO's assignment at the School District. The Superintendent of Schools and the Department shall thereafter meet to determine if a replacement SRO can be assigned to the school 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 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 Department, with 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 Department 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 and will be used only for the purpose outlined in the Agreement, unless otherwise required by law.

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 Department, its officers, employees or agents, the School District shall indemnify and hold harmless the Department, 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, judgments, 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 Department shall indemnify and hold harmless the School District, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the Department, the SRO, or third parties under the direction or control of the Department; and the Department 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 Department will maintain 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 issued for these coverages. The 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.
14. **Records Retention.** The parties agree that the Department will maintain all records in connection with this Agreement for a period of four (4) years, and make such records available for audit by the New York State Department of Education and New York State Audit and Control upon request. Upon the School District's request for any such records, the Department shall provide copies within a reasonable amount of time.
15. **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 event, the School District shall be under no further obligation to the Department other than payment for cost

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.

16. **Governing Law.** The Agreement shall be construed and interpreted in accordance with the laws of New York State.
17. **Assignment.** This Agreement may not be assigned by either party.
18. **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.
19. **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 right. A waiver is effective only if in writing and signed and delivered by the waiving party.
20. **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.
21. **New York Education Law Section 2-d Addenda:** 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

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

THE DEPARTMENT

SPENCER VAN ETTEN
CENTRAL SCHOOL DISTRICT

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Addendum A

Parents' Bill of Rights for Data Privacy and Security

Spencer Van Etten Central School District is committed to protecting the privacy and security of student, teacher and principal data. In accordance with New York Education Law §2-d, the District wishes to inform the community of the following:

- A student's personally identifiable information cannot be sold or released for any commercial purposes.
- Parents have the right to inspect and review the complete contents of their child's education record.
- 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.
- 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, New York 12234.
- Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York, 12234. Complaints may also be directed to the chief privacy officer via email at: CPO@mail.nysed.gov.
- The District will promptly acknowledge receipt of complaints, commence an investigation, and take the necessary precautions to protect personally identifiable information.

Addendum B

Supplemental Information Regarding Third-Party Contractors

In the course of complying with its obligations under the law and providing educational services, Spencer Van Etten Central School District has entered into agreements with certain third-party contractors. Pursuant to such agreements, third-party contractors may have access to “student data” and/or “teacher or principal data” as those terms are defined by law.

Each contract the District enters into with a third-party contractor, where the third-party contractor receives student data or teacher or principal data, will include the following information:

- The exclusive purposes for which the student data or teacher or principal data will be used.
- How the third-party contractor will ensure that the subcontractors, persons or entities that the third-party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements.
- When the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement.
- If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected.
- Where the student, teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

***This section to be completed by the Third-Party Contractor and returned to Spencer Van Etten Central School District**

Section 1: Does the Third-Party Contractor have access to student data and/or teacher or principal data as those terms are defined by law?

Yes

☒ Please complete Sections 2, 3 and 4

☐ No

Please complete Section 3

Section 2: Supplemental Information Details

Third-Party Contractors subject to New York Education Law § 2-d – please complete the table below

Please list the exclusive purpose(s) for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract (or list the section(s) in the contract where this information can be found):

Please list how the contractor will ensure that any other entities with which it shares the protected data, if any, will comply with the data protection and security provisions of law, regulation and this contract (or list the section(s) in the contract where this information can be found):

Please list when the agreement expires and what happens to the protected data when the agreement expires (or list the section(s) in the contract where this information can be found):

Please list how a parent, student, or eligible student may challenge the accuracy of the protected data that is collected; if they can challenge the accuracy of the data, describe how (or list the section(s) in the contract where this information can be found):

Please list where the protected data will be stored (described in a way that protects data security), and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated (or list the section(s) in the contract where this information can be found):

Please list how the data will be protected using encryption (or list the section(s) in the contract where this information can be found):

Section 3: Agreement and Signature

By signing below, you agree:

- The information provided in this document by the Third-Party Contractor is accurate

- To comply with the terms of _____ Central School District Parents' Bill of Rights for Data Privacy and Security (applicable to Third-Party Contractors subject to New York Education Law § 2-d only)

Tioga County

Printed Name _____

Signature _____ Date _____

Section 4: Data Privacy Rider for All Contracts Involving Protected Data Pursuant to New York State Education Law §2-C and §2-D

The District and the Third-Party Contractor agree as follows:

1. Definitions:
 - a. Protected Information means personally identifiable information of students from student education records as defined by FERPA, as well as teacher and Principal data regarding annual professional performance reviews made confidential under New York Education Law §3012-c and §3012-d;
 - b. Personally Identifiable Information (PII) means the same as defined by the regulations implementing FERPA (20 USC §1232-g);
2. Confidentiality of all Protected Information shall be maintained in accordance with State and Federal Law and the District's Data Security and Privacy Policy;
3. The Parties agree that the District's Parents' Bill of Rights for Data Security and Privacy are incorporated as part of this agreement, and Third-Party Contractor shall comply with its terms;
4. The Third-Party Contractor agrees to comply with New York State Education Law §2-D and its implementing regulations;
5. The Third-Party Contractor agrees that any officers or employees of the Third-Party Contractor, and its assignees who have access to Protected Information, have received or will receive training on Federal and State law governing confidentiality of such information prior to receiving access;

6. The Third-Party Contractor shall:
 - a. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - b. not use the education records for any other purposes than those explicitly authorized in its contract or written agreement. Unauthorized use specifically includes, but is not limited to, selling or disclosing personally identifiable information for marketing or commercial purposes or permitting, facilitating, or disclosing such information to another Third-Party for marketing or commercial purposes;
 - c. except for authorized representatives of the Third-Party Contractor to the extent they are carrying out the contract or written agreement, not disclose any personally identifiable information to any other party;
 - i. without the prior written consent of the parent or eligible student; or
 - ii. unless required by statute or court order and the party provides notice of the disclosure to the New York State Education Department, Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure if expressly prohibited by statute or court order;
 - d. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody;
 - e. use encryption technology to protect data while in motion or in its custody from authorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(h)(2) of Public Law §111-5;
 - f. adopt technology, safeguards and practices that align with the NIST Cybersecurity Framework;
 - g. impose all the terms of this rider in writing where the Third-Party Contractor engages a subcontractor or other party to perform any of its contractual obligations which provides access to Protected Information.

Agreement and Signature

By signing below, you agree to the Terms and Conditions in this Rider:

Tioga County: _____

Printed Name: _____ Date: _____

