

SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement ("Agreement"), by and between the City of Oneida, a New York municipal corporation with its principal offices located at 109 North Main Street, Oneida, New York, 13421 ("City"), and Madison-Oneida Board of Cooperative Educational Services (BOCES), a supervisory school district of the State of New York with its principal offices located at 4937 Spring Road, Verona, New York 13478 ("MOBOCES"). The City and MOBOCES are each a "Party" and together, the "Parties."

MOBOCES and the City are both municipal corporations as defined in Article 5-G of the New York State General Municipal Law ("GML") and have the authority to enter into agreements for the performance between themselves or one for the other, of their respective functions, powers, and duties on a cooperative contract basis;

The Parties have determined that it is in their mutual best interest to enter into this Agreement to provide for the assignment of an officer employed by the City to serve as School Resource Officer (SRO) at MOBOCES; and

The City and MOBOCES desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the SRO in MOBOCES;

NOW THEREFORE, in exchange for the consideration hereinafter stated, the City and MOBOCES agree as follows:

1. General Term and Conditions.

- a. The Parties enter into this Agreement to provide educational support, law enforcement and mentorship services to the students, staff, and faculty of MOBOCES.
- b. MOBOCES will assign the SRO according to a mutually agreeable schedule, in accordance with the terms set forth herein.
- c. The Parties 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.
- d. The SRO shall be subject to all other personnel policies and practices of MOBOCES.
- e. The Parties' goals are:
 - i. To establish a multidisciplinary team consisting of experienced and trained personnel from law enforcement and the staff of MOBOCES;
 - ii. To increase the physical presence of the SRO within MOBOCES facilities;
 - iii. To decrease the number of incidents involving outside police intervention at MOBOCES facilities;
 - iv. To increase a sense of safety and order within the school setting; and
 - v. To provide counseling, advice, and education to troubled students and staff within MOBOCES.

2. Assignment of the SRO. The City shall provide one (1) full time equivalent (“FTE”) SRO to MOBOCES schools. The City will use a staff of one (1) FTE SRO based on the availability. MOBOCES will receive a maximum of 40 (forty) hours of service from the SRO, per week, each day that school is in session during the Term of this Agreement. The SRO will wear uniforms issued by the City, including a firearm and all other equipment authorized and issued by the City, when acting in the capacity of an SRO at MOBOCES.
3. Supervision of the SRO. The SRO will be under the supervision of a designated member of the City’s Police Department and shall coordinate his or her activities at the MOBOCES with the Deputy Superintendent or designee.
4. Term of Agreement. The Term of this Agreement begins on July 1, 2026, and expires on June 30, 2029, without notice, unless terminated earlier as provided in this Agreement (the “Term.”)
5. Compensation.
 - a. Basic Payment. The City will pay the SROs an hourly rate not to exceed \$97.22 per hour in accordance with the applicable salary schedules or allocations, rules, policies and employment practices of the City, which cost shall be paid by the BOCES for each hour worked by the SRO under this agreement. The hourly rate includes wages, fringe benefits, and other payroll taxes. This rate may be adjusted once each school year occurring during the term of the Agreement in accordance with the City’s collective bargaining agreement. The City shall notify MOBOCES sixty (60) days in advance of a rate change.
 - b. In the event that the City becomes responsible for payment of overtime wages for any SRO assigned to MOBOCES pursuant to the Fair Labor Standards Act, MOBOCES shall be responsible to pay the City the increased hourly rate associated with such overtime hours.
 - c. For the sake of clarity, MOBOCES shall be responsible for one hundred percent (100%) of the costs of the SRO assigned to it during the Term of this Agreement, including payroll taxes and all other associated costs, such as, but not limited to, workers’ compensation, disability, and unemployment insurance.
 - d. Incidental and Unrelated Costs. Incidental costs, including uniforms, equipment, radio, vehicle and ongoing Department-required training costs, shall be covered by the City. Any time spent by the SRO that is not related to the interest of MOBOCES will not be considered time worked as an SRO or reimbursed by the MOBOCES. Any expenses or financial obligations made by an SRO without the prior approval of MOBOCES will not become the responsibility of MOBOCES.
 - e. Additional Hours. Should MOBOCES, upon request of the principal or designee, wish to have an SRO present at times over and above the regular school day hours agreed upon by the Parties, the City will bill MOBOCES the hourly rate applicable at the time, including any overtime costs and any associated fringe benefits. MOBOCES shall be responsible for one hundred percent (100%) of this additional cost and will be billed by the City accordingly. MOBOCES must schedule these additional hours with the designated supervisor as soon as MOBOCES is aware of the need for these additional hours. The City retains the right, in its sole discretion, to refuse MOBOCES’ request for additional hours.

- f. Travel Costs. In the event the SRO incurs travel costs between MOBOCES facilities during the school day, the MOBOCES shall reimburse the City at the IRS standard mileage rate at the time of travel upon receipt of an invoice. Travel costs shall be paid in accordance with (g) below.
- g. Billing and Payment. The City shall submit an invoice for payment of all sums due pursuant to this Agreement to MOBOCES on a monthly basis. MOBOCES shall reimburse the sum due in each invoice to the City within thirty (30) days of receipt.

6. Duties of the SRO.

- a. Work to prevent juvenile delinquency through close contact and positive relationships with students;
- b. Provide intervention between students and/or staff, using appropriate techniques to calm and control situations;
- c. Act as mentors to students by being visible within the MOBOCES buildings, and by attempting to develop a rapport with students;
- d. Develop a working relationship with the staff of the MOBOCES;
- e. Be visible within the school community, attend and participate in school functions;
- f. Work closely with teachers and MOBOCES personnel to develop and implement education, training and consultation to students and/or staff to support the educational efforts of the MOBOCES;
- g. Work with guidance counselors and other student support staff to assist students and provide services to students involved in situations where referrals to outside agencies are necessary;
- h. Enforce New York State laws, rules, and regulations;
- i. Comply with all state and federal laws and all City rules, regulations, policies, and procedures related to investigations, interviews, and search and arrest;
- j. Investigate or assist in the investigation of incidents involving misconduct of students, staff, visitors and others on school property, under the direction of the Director of Alternative and Special Education Programs, or his/her designee;
- k. Investigate or assist in the investigation of criminal activity occurring on and in the vicinity of school grounds, and provide appropriate documentation reporting the nature and results of such investigations under the direction of the Director of Alternative and Special Education Programs, or his/her designee;
- l. Report all violations of law, Code of Conduct, school rules, regulations, or policies to MOBOCES administration for disciplinary purposes. The SRO shall not take any action that would be considered student discipline. Any and all student disciplinary actions are delegated to MOBOCES administration. Detention or arrest of a student on campus may only be initiated in cases where there is a risk of serious injury or risk to life, risk of significant destruction of MOBOCES property, or unless otherwise approved by MOBOCES Superintendent or his/her designee. Removing, escorting and monitoring students to and from one location to another is not considered "student discipline."

- m. The SRO is prohibited from detaining or questioning students about their immigration status.
- n. The SRO shall comply with all applicable laws, regulations, New York State Education Department ("NYSED") guidance, and policies regarding corporal punishment and the use of physical restraints on students.
 - i. Corporal punishment, defined as 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.
 - ii. The use of a prone restraint - a physical or mechanical restraint while the student is in a face down position - is strictly prohibited. Physical restraint may not be used in a manner that restricts the student's ability to breathe or to communicate, or in a manner that harms the student. Physical restraint must be discontinued as soon as imminent danger of serious physical injury is over.
 - iii. This Section shall not apply when a student is under arrest, or to actions taken in the process of placing a student 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.
- o. The SRO shall meet all the obligations above without discriminating on the basis of race, color, sex, gender identity, orientation, ethnicity, national origin, or membership of any other protected class.

7. Responsibilities of the City.

- a. To provide one (1) SRO who:
 - i. Is a sworn law enforcement police officer;
 - ii. Possesses a minimum of forty (40) hours of specialized SRO training;
 - iii. Demonstrates a broad base of knowledge regarding youth, social issues, and the criminal justice system;
 - iv. Demonstrates:
 - a) Effective verbal and written communication skills;
 - b) The ability to relate to youth, especially "at risk" and "special needs" populations;
 - c) A working knowledge of social service providers and other community justice and school resources;
 - d) An ability to identify and recommend solutions to complex behavioral and social problems; and
 - e) A genuine interest in at-risk youth;
 - v. Meets all education and experience requirements as set forth by New York State.

- b. To ensure the SRO spends an average of forty (40) hours per week on-site at the MOBOCES's facilities between September and June;
- c. To ensure the assigned SRO attends any additional trainings scheduled by MOBOCES;
- d. To provide trainings at the request of MOBOCES District Superintendent, the Assistant Superintendent of Curriculum and Instruction, or the Director of Elementary Programs to parents, students, staff, and other staff on campus, on topics including, but not limited to, law enforcement processes and procedures when law enforcement assistance is requested by MOBOCES (e.g., during a 941 incident);
- e. To submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.

8. Responsibilities of MOBOCES.

- a. Designate an employee as the school representative to conduct day-to-day business contact with the SRO.
- b. Provide the SRO with full access to school facilities and personnel.
- c. Ensure that school personnel, school board members, students, and parents are informed of the duties and presence of the SROs on campus.
- d. Provide time and appropriate space for the SRO to interact with staff, students, and parents; and
- e. Provide secure space for the SRO to store instructional materials, equipment, and perform necessary tasks directly related to the SRO program.

9. Confidentiality and Disclosure of Records.

- a. Confidentiality. The Parties agree that any personally identifiable information (hereinafter referred to as "PII") or information that may be considered sensitive or confidential and subject to provisions of federal and state law and will be used only for the purposes outlined in this Agreement.
- b. Records Disclosure. The Parties agree to comply with the requirements set forth in the Family Education Rights to Privacy Act ("FERPA"), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws and amendments thereto.
- c. HIV-Related Information.
 - i. Non-Discrimination. The City, the assigned SRO and any substitute SRO shall not discriminate or deny assistance to individuals with AIDS or HIV infection. The Parties agree that the SRO and any other City employee to whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 of the New York State Department of Social Services ("NYSDSS") regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.
 - ii. Re-disclosure. The following written statement must be included when disclosing any confidential HIV-related information:

“This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”

- d. Child Abuse, Neglect, and Maltreatment. The City shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
 - e. The Parties agree that all records must be maintained no less than the minimum period of time as set forth in the LGS-1 Records Retention & Disposition Schedule, as adopted by MOBOCES, and must be made available for audit by NYSED and New York State Audit and Control upon request. This subdivision shall survive termination of this Agreement.
 - f. Body worn cameras (BWCs) are a common law enforcement tool utilized by sworn members of the Oneida Police Department. A BWC may be utilized by an SRO in accordance with the policies and procedures of the Oneida Police Department. The recordings of a BWC are the property of the local law enforcement agency. The local law enforcement agency will, if the requested footage is available and disclosure is not otherwise prohibited by law, provide copies of footage to the MOBOCES, upon request. If providing a copy of the footage is prohibited or the footage is no longer retained by the agency through the operation of its applicable record retention policy and practices, the local law enforcement agency will facilitate the availability of the officer that made the video to testify, upon request of the MOBOCES, in any school disciplinary hearing concerning the facts and circumstances of the videoed incident. If the BWC footage is provided to a third party, the local law enforcement agency will also provide a copy to the MOBOCES upon its request, if not otherwise prohibited by law. Any records produced by the BWC are not considered education records subject to FERPA, unless the MOBOCES takes possession of a copy of such records for purposes which render the video footage an education record; such records will then be treated as an education record. The MOBOCES reserves the right to terminate an SRO's use of BWCs by written notice to the agency if the devices are not used in accordance with state and federal law, local law enforcement rules, and/or if termination is deemed in the best interest of the MOBOCES.
10. Requirements of New York State Education Law Section 2-d.
- a. The purposes of this Agreement may require the disclosure of certain PII, as defined by Education Law Section 2-d (1), (d) and (j). Accordingly, it is anticipated that this Agreement will involve disclosure of such data to the SRO. The exclusive purpose for which the referenced PII will be used is the delivery of SRO services provided under this Agreement.
 - b. If PII is disclosed to the SRO by MOBOCES for the purposes of the SRO providing services to the MOBOCES, the SRO and City must additionally comply with the following requirements of New York State Education Law Section 2-d(5), (e) & (f) (Chapter 56, Subpart L of the Laws of 2014,) as well as any implementing regulations and/or any data privacy policy adopted by MOBOCES:

- i. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
- ii. Not use the education records for any other purposes than those explicitly authorized in this Agreement;
- iii. Except for authorized representatives of the third-party contractor, necessary law enforcement and/or MOBOCES attorney, to the extent they are carrying out the Agreement, not disclose any PII to any other person:
 - a) Without prior written consent of the parent or eligible student; or
 - b) Unless required by statute or court order and the party provides a notice of the disclosure to the City, MOBOCES Board, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- iv. Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of student PII in its custody and otherwise abide by the City's Data Security and Privacy Plan, as applicable, as set forth in Attachment A-4 to the Addendum; and
- v. Comply with all other requirements of Education Law 2-d and Part 121 Regulations, including, but not limited to, alignment with the NIST cybersecurity framework and its applicable requirements; and
- c. In accordance with Education Law §2-d (3), the Addendum, Protection of Student Identifiable Information, is attached and incorporated by reference.

11. Resolution of Disputes/Termination.

- a. In case of deficiencies of service or other SRO programmatic issues, MOBOCES will first develop an Action Plan in concert with the City to address the issues. If the issues cannot be resolved through the Action Plan, MOBOCES may terminate this Agreement with a thirty (30) day notice to the City.
- b. If programmatic issues occur that cause the City to determine that termination of this Agreement is appropriate, the City must first address the issues in writing to MOBOCES. A subsequent meeting will be held and an Action Plan developed to resolve the issues. If that the issues cannot be resolved through these steps, the City reserves the right to terminate this Agreement upon thirty (30) days written notice.
- c. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, either Party shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, MOBOCES shall be under no further obligation to the City other than payment for costs actually incurred prior to termination, and in no event will the City be responsible for further performance of any duties on behalf of MOBOCES for any actual or consequential damages as a result of termination.
- d. This Agreement shall immediately terminate in the event that changes to the law affect the City's ability to assign SROs to a school district. In such event, MOBOCES shall

be under no further obligation to the City other than payment for costs actually incurred prior to termination, and the City will not be responsible for further performance of any duties on behalf of MOBOCES for any actual or consequential damages as a result of termination.

- e. The Parties agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address for reasons other than those described in (a)-(d) above.
 - f. If this Agreement is terminated for any reason, the City will provide MOBOCES with the necessary documents, notes, memoranda, and reports (if any) with respect to the SRO's services up to the effective termination date of this Agreement. The Parties will agree upon the necessary documents, notes, memoranda and reports before the disclosure of the documents, notes, memoranda and reports.
 - g. The Parties shall use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under this Agreement shall be by a New York State Court of competent jurisdiction located within Oneida or Madison County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the City must proceed diligently with contract performance and MOBOCES must proceed diligently with payment. Each Party waives any dispute or claim not made in writing and received by the other Party within sixty (60) days of the discovery of the claim, or within sixty (60) days of when such claim should have reasonably been discovered. Any claims for monetary damages must be in writing, for a sum certain, and must be fully supported by all cost and pricing information.
12. Independent Contractors. It is expressly understood and agreed that the legal status of the City, and its officers and employees, vis-a-vis the MOBOCES under this Agreement, is that of an independent contractor, and in no manner shall the City or SRO be deemed employees of MOBOCES. Neither Party shall be an agent of, or otherwise have authority to bind the other Party. The City agrees to maintain at its expense those benefits to which the SRO, as its employee, would otherwise be entitled by law and all necessary insurances, including workers' compensation, unemployment insurance, and health insurance where applicable, during the Term of this Agreement and to provide MOBOCES with certification of such insurance upon request. The City remains responsible for all applicable federal, state, local taxes, and all FICA contributions, subject to reimbursement for the same by MOBOCES pursuant to Section 3 hereinabove.
13. Indemnification & Insurance.
- a. MOBOCES agrees to indemnify, save, and hold harmless the City and its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind of nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of MOBOCES, its agents, servants, employees, or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.
 - b. The City agrees to indemnify, save, and hold harmless MOBOCES, its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action,

and/or judgments arising out of injury to person or property of whatever kind of nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the City and/or its SROs in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.

- c. The Parties agree that they will, at their own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance or self-insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons.

14. No Special Duty. Nothing in this Agreement shall create a special duty to MOBOCES or to any third party, including, but not limited to, employees and students of MOBOCES. The City cannot promise or guarantee crime prevention, safety, or security.

15. Suspension of Work.

- a. MOBOCES, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interests of MOBOCES.
 - i. In the event of such suspension, the City will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, an uncontrollable event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the City shall comply with the suspension order. Activity may resume at such time as MOBOCES issues a written notice authorizing a resumption of work.
 - ii. In the event of a suspension and subsequent authorization to resume work, the City shall have up to thirty (30) days to secure adequate staffing to resume work or notify MOBOCES that it is unable to do so and terminate this Agreement.
- b. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

16. Notices.

All notices to the City should be sent to:	All notices to MOBOCES should be sent to:
Chief of Police City of Oneida 109 North Main Street Oneida, New York 13421 With a copy to: City Attorney City of Oneida 109 North Main Street Oneida, New York 13421	Labor Relations and Policy Office Madison-Oneida BOCES 4937 Spring Road, P.O. Box 168 Verona, New York 13478

17. Advice of Counsel. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all the Terms and provisions of this Agreement.
18. Assignment. Neither Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of all Parties.
19. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The Parties agree that any legal action shall be filed by a New York State Court of competent jurisdiction located within Oneida County, New York.
20. Severability. In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.
21. Entire Agreement. The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire Agreement between them. Any amendments to this Agreement shall require the written consent of all Parties. By signing below, the Parties agree and acknowledge that they have read, understood, and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum (Protection of Student Identifiable Information), with Attachments: A (Parents Bill of Rights for Data Privacy and Security), B (MOBOCES Data Security Policy), C (City's Data Security and Privacy Plan), and Exhibit A (Job Specification of Special Resource Officer). This Agreement shall be binding upon both Parties when fully signed and executed and upon approval of the appropriate governing bodies.

IN WITNESS WHEREOF, the City and the MOBOCES have caused this Agreement to be executed.

For the City of Oneida

Name: _____

Title: _____

Date

For Madison-Oneida BOCES

Joseph Monfiletto
Board President

Date

ADDENDUM
Protection of Student Personally Identifiable Information

1. Applicability of This Addendum

Madison-Oneida BOCES (“MOBOCES”) and the City of Oneida (“Vendor”) are Parties to a contract effective July 1, 2026 (“the underlying contract”) governing the terms under which Vendor, a municipal corporation organized and existing under the laws of the State of New York, will provide educational support, law enforcement and other appropriate services to the students, staff, and faculty of MOBOCES and related MOBOCES programs. The underlying contract will result in Vendor receiving student Personally Identifiable Information (“PII”) as defined in New York Education Law Section 2-d and in regulations implementing the Family Educational Rights and Privacy Act (“FERPA”), 34 CFR Section 99.3. The terms of this Addendum amend and modify the underlying contract and have precedence over any Terms of Use or Service published by Vendor.

2. Definitions

- 2.1 “Protected Information” (“PII”), as applied to student data, is information is received by Vendor from MOBOCES or is created by the Vendor’s product or service in the course of being used by MOBOCES.
- 2.2 “Educational Agency” means a school district, a board of cooperative educational services, such as MOBOCES, a school, or the New York State Education Department (“NYSED”).
- 2.3 “Parent” means a parent, legal guardian, or person in parental relation to a Student.
- 2.4 “Student” means any person attending or seeking to enroll in an educational agency.
- 2.5 “Eligible Student” means a student eighteen (18) years or older.
- 2.6 “Assignee” and “Subcontractor” each mean any person or entity that receives, stores, or processes Protected Information covered by this Contract from Vendor for the purpose of enabling or assisting Vendor to deliver the product or services covered by this Contract.
- 2.7 “This Contract” means the underlying contract as modified by this Addendum.

3. Vendor Status

Vendor acknowledges that for purposes of New York State Education Law Section 2-d it is a third-party contractor and for purposes of Protected Information constituting education records under FERPA, it is a school official with a legitimate educational interest in the educational records.

4. **Confidentiality of Protected Information**

Vendor agrees that it will manage the confidentiality of Protected Information that it receives, processes, or stores in accordance with all state and federal laws that protect the confidentiality of Protected Information and with the MOBOCES Policy on Data Security and Privacy, a copy of which is Attachment B to this Addendum.

5. **Vendor Employee Training**

Vendor agrees that any of its officers or employees and any officers or employees of any of its Assignees who have access to Protected Information will receive training on the federal and state law governing confidentiality of such information prior to receiving access to that information.

6. **No Use of Protected Information for Commercial or Marketing Purposes**

Vendor and its Assignee (if any) will protect Protected Information it receives from MOBOCES. Specifically, neither Vendor nor its Assignee shall sell or use Protected Information: for any commercial or marketing purposes; for purposes of receiving remuneration, directly or indirectly; for advertising purposes; to develop or improve a product or service; or to market products or services to students.

7. **Ownership and Location of Protected Information**

- 7.1 Ownership of all Protected Information shall remain with MOBOCES. Vendor shall acquire no ownership interest in education records or Protected Information.
- 7.2 MOBOCES shall always have access to Protected Information through the term of this Contract. MOBOCES shall have the right to import or export Protected Information in piecemeal or in its entirety at its discretion, without interference from Vendor.
- 7.3 Vendor is prohibited from data mining, cross tabulating, and monitoring data usage and access by MOBOCES or its authorized users. Vendor shall not perform any data analytics other than those required to provide the Product or service to MOBOCES. Vendor is allowed to perform industry standard back-ups of Protected Information and must provide documentation of back-ups to MOBOCES upon request.
- 7.4 All Protected Information shall remain in the continental United States (CONUS) or Canada. Any Protected Information stored or acted upon shall be located in data centers in CONUS or Canada. Services which directly or indirectly access Protected Information may only be performed from locations within CONUS or Canada. All helpdesk, online, and support services which access any Protected Information must be performed from within CONUS or Canada.

8. **Exclusive Purpose for Sharing Protected Information**

MOBOCES' exclusive purpose in providing Vendor access to Protected Information is to enable Vendor to provide the product or services that are the subject of this Contract.

9. **Downstream Protections**

If Vendor subcontracts with or otherwise engages another entity to fulfill its obligations under this Contract, including the purchase, lease, or sharing of server space owned by another entity, that entity shall be deemed to be an "Assignee" of Vendor for purposes of Education Law Section 2-d. Vendor will only share Protected Information with Assignees if they are contractually bound to maintain the privacy and security of Protected Information as Vendor is bound under this Contract.

10. **Protected Information and Contract Termination**

10.1 The expiration date of this Addendum is defined in the underlying contract.

10.2 Upon expiration of this Contract without a successor agreement in place, Vendor shall assist MOBOCES in exporting all Protected Information to MOBOCES.

10.3 Vendor shall thereafter securely delete and overwrite all Protected Information remaining in the possession of Vendor or its Assignees or Subcontractors (including hard copies, archived copies, electronic versions, or electronic images of hard copies of shared data) and all Protected Information maintained on behalf of Vendor in secure data center facilities.

10.4 Vendor shall ensure that neither it nor its Subcontractors or Assignees retain any copy, summary, or extract of the Protected Information or any related work papers on any storage medium or secure data center facility.

10.5 If Vendor and its Subcontractors or Assignees continue to be in possession of de-identified data (data that has had all direct and indirect identifiers removed) derived from Protected Information, Vendor shall not attempt to re-identify the data and shall not transfer de-identified data.

10.6 Upon request, Vendor and its Subcontractors or Assignees shall provide a certification to MOBOCES from an appropriate officer that the requirements of this paragraph have been satisfied in full.

11. **Data Subject Request to Amend Protected Information**

11.1 If a parent, student, or eligible student wishes to challenge the accuracy of Protected Information that qualifies as student data for purposes of Education Law Section 2-d, the challenge shall be processed through the MOBOCES' procedures for amendment of education records under FERPA.

- 11.2 Vendor will cooperate with MOBOCES in retrieving and revising Protected Information but shall not be responsible for responding directly to the data subject.

12. Vendor Data Security and Privacy Plan

- 12.1 For the life of this Contract, Vendor shall maintain the administrative, technical, and physical safeguards described in the Data Security and Privacy Plan set forth in Attachment C to this Addendum.
- 12.2 Vendor warrants that the conditions, measures, and practices described in the Vendor's Data Security and Privacy Plan:
- a. align with the NIST Cybersecurity Framework 1.0;
 - b. equal industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection;
 - c. outline how the Vendor will implement all state, federal, and local data security and privacy contract requirements over the life of the underlying contract, consistent with MOBOCES data security and privacy policy (Attachment B);
 - d. list Vendor's administrative, operational, and technical safeguards and practices to safeguard the Protected Information that it receives under this Contract;
 - e. demonstrate that it complies with the requirements of 8 NYCRR Section 121.3(c) (Parents Bill of Rights for Data Privacy and Security, Attachment A to this Addendum);
 - f. specify how officers or employees of Vendor and its Subcontractors and Assignees who have access to Protected Information receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access to such Protected Information;
 - g. specify if the Vendor will use sub-contractors and how it will manage those relationships and contracts to ensure that Protected Information is protected;
 - h. specify how the Vendor will manage data security and privacy incidents that implicate Protected Information, including Vendor's plans to identify breaches and unauthorized disclosures and to promptly notify MOBOCES; and
 - i. describe whether, how, and when data will be returned to MOBOCES, transitioned to a successor contractor, at MOBOCES' option and direction, or deleted or destroyed by the Vendor when the contract is terminated or expires.

13. Additional Vendor Responsibilities

Vendor acknowledges that it has the following obligations with respect to any PII, and that a failure to fulfill even one of these obligations shall be a breach of this Contract:

- 13.1 Vendor shall limit internal access to PII to those individuals and Assignees or Subcontractors that need access to provide the contracted services.
- 13.2 Vendor will not use PII for any purpose other than those explicitly authorized in this Contract.
- 13.3 Vendor will only disclose PII to a party who Vendor has authorized as its representative or to MOBOCES unless Vendor has the prior written consent of the parent or eligible student to disclose the information to that party, or if the disclosure is required by statute or court order, and notice of the disclosure is provided to MOBOCES no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.
- 13.4 Vendor will maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of PII in its custody.
- 13.5 Vendor will use encryption technology to protect data from unauthorized disclosure (while the data is in motion or in Vendor's custody) using a technology or a methodology specified by the secretary of the U S. Department of Health and Human Services (HSS) in guidance issued under P.L. 111-5, Section 13402(H)(2).
- 13.6 Vendor will notify MOBOCES of any breach of security resulting in an unauthorized release of student data by the Vendor or its Assignees in violation of state or federal law, or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay but no more than seven (7) calendar days after the discovery of the breach.
- 13.7 Vendor shall pay for or promptly reimburse MOBOCES for the full cost incurred in sending notifications as required by Education Law Section 2-d where a breach or unauthorized disclosure of Protected Information is attributed to Vendor.

14. Attachments Incorporated into Addendum

- 14.1 Attachment A: Parents' Bill of Rights for Data Security and Privacy
- 14.2 Attachment B: MOBOCES Policy 5042: Protection of Student, Teacher, and Principal Personal Information (Data Security and Privacy)
- 14.3 Attachment C: Vendor Data Security & Privacy Plan

For the **City of Oneida**

Name: _____

Title: _____

Date

For **Madison-Oneida BOCES**

Joseph Monfiletto
Board President

Date

Attachment A – Parents’ Bill of Rights for Data Security and Privacy

Attachment B – MOBOCES Policy

Madison-Oneida BOCES Data Security & Privacy Policy

Attachment C – Vendor Data Security & Privacy Plan

