

UPSTATE SECURITY CONSULTANTS, LLC
SCHOOL RESOURCE OFFICER (SRO) AGREEMENT

This Agreement ("Agreement") has been entered into as of July 1, 2023, by and between Upstate Security Consultants, LLC (the "Company"), and the Bainbridge-Guilford Central School District having its District office at 18 Juliand Street, Bainbridge, NY (the "District").

1. **Services to be Rendered.** The District hereby engages the Company to provide School Resource Officer Services, (the "Services") as defined in Schedule, "A" which is attached and incorporated as part of this Agreement.

It is understood and agreed that the District and Company officials share the following goals and objectives with regard to the (SRO) Program in the schools:

1.1 To foster educational programs and activities that will increase student knowledge of and respect for the law and the function of law enforcement agencies.

1.2 To 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 serious assaults.

1.3 To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school.

1.4 Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Ensure school administrator safety by being present during school searches, which may involve weapons, controlled dangerous substances, or in such cases that the student's emotional state may present a risk to the administrator. The SRO shall not act as a school disciplinarian. District officials are responsible for routine school discipline matters. However, if the administrator believes an incident is a violation of the law, the administrator may contact the SRO, and the SRO shall then determine whether law enforcement action is appropriate. The SRO shall not be used for regularly assigned lunchroom duties, hall monitoring, bus duties or other monitoring activities. The SRO will assist school administrators in emergency crisis planning and building security matters and provide a course of training for school personnel in handling crisis situations, which may arise at the school. Assist in conflict resolution efforts.

1.5 Work to prevent juvenile delinquency through close contact and positive relationships with students. The SRO shall conduct security inspections as permitted by law to deter criminal or delinquent activities.

1.6 Build working relationships with the school's staff as well as with student and parent groups.

1.7 Work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary.

1.8 To encourage the SRO to provide safety, security, and traffic control at schools when deemed necessary for the safety and protection of students and the general public.

- 1.9 The compensation payable to the Company for the Services over a three-year period is as follows:
- One Hundred Twenty-Four Thousand Dollars (\$124,000) for the 2023-2024 school year for two SROs and payable in ten equal installments September through June. One position in the amount of \$62,000 shall be funded via a federal stimulus grant.
 - Sixty-Two Thousand Dollars (\$62,000) for the 2024-2025 school year for one SRO, and payable in ten equal installments September through June.
 - Sixty-Two Thousand Dollars (\$62,000) for the 2025-2026 school year for one SRO, and payable in ten equal installments September through June.

In the event the Company's services start after the month of September, payment shall begin in the month immediately succeeding the commencement of services and shall be prorated to reflect the term of the services provided.

1.10 In the event the district needs an SRO beyond the contractual hours the SRO will accrue comp time, which will be used at the discretion of the Superintendent and the SRO will give two days' notice, when possible. Any days not worked will be deducted at a rate of 1/180th. The SRO must notify the main office upon arrival and sign in and out of the building when traveling back and forth from buildings or leaving for lunch. Comp time may be rolled to the next year.

1.10.1 For the purpose of Summer School for the period of July 5, 2023-August 3, 2023, if available, Upstate Securities will provide two SROs to the District at the rate of \$225/day. The hours for these days will be 8:00 a.m.-12:30 p.m. Payment for summer school services will be funded via a federal stimulus grant.

1.11 The SRO will have Personal Days to use at his discretion during the school year in the following manner:

School Years 2023 – 2026 Eight (8) Personal Days per year of the contract.

Two days' notice, when possible, will be given to the superintendent.

**** The compilation of Accrued Compensation Time and Personal Days are not to exceed Ten (10) days in an academic school year. ****

1.12 In the event that the District believes that the assigned SRO is not effectively performing his or her duties and responsibilities, it shall recommend to the Company that the SRO be removed from the assignment and the Company shall not unreasonably deny the District's request.

1.13 The SRO will provide the District with a Bi-Weekly report on the SRO's activities and actions conducted during the aforementioned period. At no time is the bi-weekly report to be construed as a daily activity report reflective of the SRO's hour-to-hour activities.

2. **Insurance.** The Company shall maintain insurance of the types typically maintained by businesses of the same type as the Company, including, but not limited to, comprehensive general liability insurance and workers compensation insurance. The Company shall provide a certificate of general liability insurance naming the School District, its officers, employees and agents as additional insured in an amount of not less than Two Million Dollars (\$2,000,000.00).

The Company agrees to defend and hold the District, its officers, agents and employees, free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of this agreement, except where there is misconduct or negligence on behalf of the District. This indemnification shall survive the expiration or termination of this Agreement.

3. **Compliance with Laws.** The Company agrees that it shall be responsible for ascertaining the existence of applicable New York State laws, laws, rules and regulations with respect to its activities and obligations under this Agreement and shall be solely responsible for obtaining any and all licenses, registrations or other approvals required by law in connection with the Services to be rendered hereunder. The Company represents that it has complied with all federal, state and local laws regarding business permits and licenses that may be required for it to perform the Services as set forth in this Agreement. The Company and its officers, employees and agents shall be knowledgeable in and comply with all applicable School District policies and procedures. School officials shall allow the SRO to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, the SRO may not inspect and/or copy confidential student education records except in accordance with Family Education Rights and Privacy Act (“FERPA”). The company shall provide the School District with copies of all records prepared connection with school activities.

4. **Pursuant to NY Education Law 2-d,** the parties agree to the following provisions related to the use of student data:

Exclusive Purposes for which Student Data Will Be Used. Use of student data under this Agreement will be limited to that necessary for the Company to perform the services referenced in the Agreement between the School District and the Company. Such services include, but are not limited to, the necessary review of student educational records.

Protective Measures Regarding Third Parties. The Company will ensure that any subcontractor or other person or entity with whom the Company shares student data is directed to consult the Parents’ Bill of Rights for Data Privacy and Security posted on the School District’s website.

Storage of Data. The Company will maintain reasonable safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data, within its custody, including password protection and email archiving (for information stored digitally) and manual lock and key (for physical copies of such information).

Expiration of Agreement. This Agreement expires on June 30, 2026, unless extended by the parties’ mutual agreement in accordance with the terms of the Agreement. Upon expiration of this Agreement, the Company will ensure that all student data, including student medical records, are returned to the District unless otherwise provided by law. The Company will also ensure that all emails containing personally identifiable student information are returned to the District and deleted from the Company’s email accounts.

Parental Challenge to Accuracy of Data. In the event a parent, student, or eligible student wishes to challenge the accuracy of the student data collected by the Company, such parent, student or eligible student shall have an opportunity for a hearing to challenge the content of the school records, in accordance with the Bainbridge-Guilford’s Student Records Policy.

The Company acknowledges that it has received the Parents’ Bill of Rights and understands its legal obligations as provided herein.

5. **Performance.** The Company shall determine when and how to perform the Services, consistent with this Agreement, provided that the Services will be provided Monday through Friday from 7:15 a.m. to 3:15 p.m. in locations designated by the District and during those days when school is in session, as defined in the instructional staff calendar and not to exceed One Hundred Eighty (180) days each school year.

6. **Independent Contractor.** The Company, its officers, agents, or employees, are for all purposes arising under this Agreement, independent contractors. No officer, agent or employee or Consultant of the company shall be deemed an officer, agent or employee of the District. The Company, its officers, agents, and employees, shall not be entitled to any benefits to which employees of the District are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits. All SRO's performing services under this Agreement shall be deemed employees of the Company for purposes of the Workers' Compensation Law, and the District shall not be responsible for the payment of any benefits thereunder.
7. **Terms.** The initial term of this agreement commences July 1, 2023, or as soon thereafter as agreed by the parties, through June 30, 2026. **The School District or the Company may also terminate this Agreement upon at least 60 days written notice to the other party.** Any notice will be sent by certified mail, return receipt requested, by personal delivery or overnight service.
 - a. The SRO(s) will provide his/her own transportation to be reimbursed by the district at \$10.00/workday. Reimbursement will occur through a claim form submitted every two weeks reflecting days worked. **Reimbursement for grant-funded SRO will be funded via a federal stimulus grant.**
8. **Notices.** Except as otherwise provided herein, any notice required or desired to be given under this Agreement shall be deemed given and sufficient if in writing and delivered either personally or by certified mail to either party at the party's address stated herein. Either party may change its address stated herein by giving notice of the change in accordance with this paragraph.

DISTRICT: Bainbridge-Guilford Central School District
 Timothy R. Ryan
 Superintendent of Schools
 18 Juliand St.
 Bainbridge, NY 13733

CONSULTANT: Rick Borchardt
 Upstate Security Consultants, LLC

9. This Agreement constitutes and contains the entire agreement and understanding between the parties hereto and the subject matter hereof, and supersedes any and all previous agreements, memoranda or other understandings of the parties hereto pertaining to the subject matter hereof. No amendments, variations of, or extensions thereto, the terms and conditions of this Agreement shall be valid unless in writing and signed by both of the parties hereto.
10. **Applicable Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of New York State.
11. **Severability.** Whenever possible, each provision of this Agreement is to be interpreted to be effective and valid under applicable law. However, if any provision of this Agreement is prohibited by or invalid under such law, it is deemed modified to conform to the minimum requirements of such law or, if for any reason it is not deemed so modified, only that part shall be void and all other provisions shall remain valid and enforceable to the fullest extent possible.

12. **No Waiver.** The waiver by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach.
13. **Headings.** Section or other headings contained in this Agreement are for reference purposes only and are not to be used to interpret or construe any provision of this Agreement.
14. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
15. **Successors and Assigns.** This Agreement may not be assigned by either party.
16. **Disputes.** In the event a dispute arises as to the responsibilities of the parties under the terms of this Agreement or as to the performance or nonperformance of the parties of the terms, conditions, and covenants of this Agreement, the parties' sole remedy shall be upon application to a court of competent jurisdiction in Chenango County, New York.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above.

COMPANY

Upstate Security Consultants, LLC

By:

_____ **Date:** _____

**Bainbridge-Guilford Central School
District**

By:

_____ **Date:** _____