

**INTERMUNICIPAL AGREEMENT BETWEEN
LIBERTY CENTRAL SCHOOL DISTRICT
AND
THE VILLAGE OF LIBERTY
FOR
THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT, made and entered into this 25th day of August, 2026 by and between the Liberty Central School District (hereinafter referred to as "LCSD" or the "District"), and the Village of Liberty for services to be rendered by the Police Department of the Village of Liberty (hereinafter referred to as "LPD"). LCSD and LPD may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, LPD is a law enforcement agency authorized to provide police services to the LCSD schools located within the Village of Liberty and entering into this Agreement will assist in providing additional law enforcement services to these schools and will assist LCSD with meeting its principal goals; and

WHEREAS, LCSD and LPD by and through the Village Board of the Village of Liberty desire to provide for a partnership between LCSD and LPD, to provide School Resource Officers on LCSD campuses;

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, the Parties hereby agree as follows;

SECTION 1. Purpose

The purpose of this Agreement is to increase the security and school building safety of the Liberty Elementary and Liberty Middle School and High School (while such schools are located in the Village of Liberty) through funding necessary to permit assignment by LPD of three full-time, experienced LPD officers on a full-time basis to LCSD during the regular school year.

This Agreement was developed with input from stakeholders such as parents, students, school administrators, teachers, collective bargaining units, parent and student organizations and community members, as well as probation officers, prosecutors, defense counsels, and courts that are familiar with school discipline.

This Agreement is required to be incorporated and published as part of the LCSD's school district safety plan.

SECTION 2. Duties of the SRO

LPD will assign three uniformed officers to the schools of the LCSD campuses in the Village of Liberty, each of whom are hereinafter referred to as the School Resource Officer or SRO, to promote safety and serve as a positive resource in the campuses of the LCSD and surrounding neighborhoods within the Village of Liberty. Three SROs are to be provided under this Agreement at any given time. Each SRO may be assigned to work at one or more of the District's three school buildings — High School, Middle School and Elementary School.

The School Resource Officers are specially trained members of the LPD assigned to the LCSD. This partnership between the District and the LPD aims to promote more positive interaction with police officers to help maintain a safe school environment conducive to learning and connect the schools to a larger community.

The SRO serves three primary functions — an educator, a law enforcer and a counselor. The duties and responsibilities of the SRO include, but are not limited to, the following:

1. Educator

As an educator, the SRO visits classrooms and teaches students concepts of safety, traffic laws, general law, and crime prevention techniques. The SRO teaches DARE to the fifth grade, or other law enforcement based learning curriculum approved by the Superintendent to the appropriate grade level, provides support to administration in monitoring allegations of bullying, and works closely with individual teachers to create special programs tailored to specific units of study. These presentations help increase student awareness and understanding of laws and personal safety. As a uniformed police officer, the SRO provides a positive image of law enforcement in an effort to help young people make constructive choices in their lives. No SRO shall be required to perform duties of any licensed professional for which such SRO does not meet the legal qualifications.

2. Law Enforcer

The SRO's primary duty is to work in support of a safe school environment and to take reasonable actions to assist in the maintenance of an atmosphere where students, teachers and staff are safe enough to learn. When requested by school administrators or when the SRO reasonably believes that a crime has been committed, the SRO investigates criminal activity occurring on school campuses.

The SRO conducts investigations with school administrators only in accordance with New York State Law, District policy, and the policy of the LPD. The SRO *only* takes action when the SRO determines that a violation of the law has occurred or is alleged by the Building Principal, Superintendent, or other person mutually agreeable between the Chief of Police of the LPD and/or SRO, and the Superintendent, to have occurred.

If an immediate threat of harm arises, the SRO will immediately intervene to ensure the safety of all individuals involved. The SRO will take appropriate actions-based training and school procedures/policies to deescalate situations.

School officials are responsible for investigating and enforcing violations of the code of conduct. SROs should not investigate or enforce suspected violations of the code of conduct.

School officials will begin and conduct all searches, interrogations, and questioning of students when an incident is non-criminal. If school officials investigate an incident and suspect that the infraction of the code of conduct is or can be deemed criminal activity, they will contact the SRO. If the SRO determines that the violation is criminal, the SRO will take any necessary legal steps, in collaboration with school officials.

When the SRO becomes involved in an investigation into suspected criminal activity, the search and questioning must be treated as an interrogation, parents/guardians must be notified before the SRO interacts with the students, and parents/guardians are to be present when applicable. Provided, however, that nothing herein is intended to prevent the SRO from interviewing a student, without parental notification or consent (1) the SRO is investigating a suspected case of child abuse or maltreatment, and (2) Child Protective Services (CPS) or the SRO has either probable cause or good reason to believe that child abuse or maltreatment occurred, as outlined in the New York State Office of Children and Family Services Child Protective Services Manual. If the incident is not criminal, the SRO can serve in a counseling role to educate the students involved.

If the SRO participates in an investigation into an incident and/or confiscates evidence related to an incident, the SRO will be made available to testify and cooperate in any student conduct proceedings related to the incident.

3. Counselor

The School Resource Officer acts as a counselor. Police officers can offer advice, mediation and direction to students, parents, and faculty in various matters. Many students come forward to discuss issues with the SRO. In fact, students are encouraged to seek individual attention from the SRO. The SRO coordinates his or her activities with the Building Principal or Superintendent. The SRO is, within the standard work week, available for conferences with students, parents, and staff regarding law related issues, truancy or other problems. Nothing herein shall require the SRO to be a certified or licensed Counselor nor authorize the performance of any duty such SRO is not licensed to perform.

The SRO will support the District by patrolling the District's schools on a regular basis, being visible, building positive relationships with staff, students, and community members, and monitoring for potential soft targets. The SRO will consult all safety teams, administration, teachers, and staff throughout all safety drills (i.e., Fire Drills, Shelter in Place, Lockout, Lockdown, and Off-Site Evacuation). The SRO will provide and/or participate in training, including, but not limited to: (1) greeter training, (2) run hide fight training, (3) active shooter training, and (4) table top training.

4. Other Duties

The SRO may also be required to perform other duties as mutually agreed upon by the LCSD, the SRO, and the Chief of Police or SRO's Immediate supervisor provided that the duty is legitimately and reasonably related to the SRO program as described in this Agreement and is consistent with Federal and State Law, local ordinances, and LPD and LCSD policies, procedures, rules and regulations.

SECTION 3. Supervision of the SRO

Each SRO shall remain the employee of LPD and shall not be an employee of LCSD. Each SRO shall remain responsive to the supervisor and the chain of command of LPD. LPD shall remain solely responsible for the SRO's hiring, training, discipline or dismissal. Any allegation of improper conduct shall be referred to the SRO's immediate supervisor, or the Chief of Police.

SECTION 4. Scheduling of the SRO

LPD agrees to assign three SROs on a full-time basis to LCSD during the regular school year (which does not include the summer school term). This will consist of 180 regular school days and 2 professional development days. The Summer School Term is hereby outlined in Section 17. After both Parties have agreed on the three SRO's assigned by LPD to LCSD, LCSD will be responsible for the placement of the SRO's in the district's three buildings and at events requested and agreed upon by the Superintendent of Schools and LPD. Full-time basis shall mean an assignment of eight hours per day less any scheduled vacation time, sick time, training time, court time, or any other police related activity. The SRO will not take vacation while school is in session unless approved by LPD. On scheduled workdays when school is not in session, the SRO will work as assigned by LPD. In the event that the SRO is not working on a day when school is in session due to vacation, sick, other paid time off, training, court, or any other police related activity, LPD will provide one of the following:

1. At the discretion of LPD, a substitute SRO may be provided to fill in for the absent SRO. LPD is not obligated to provide this substitution and if an overtime burden or adverse condition would result to LPD, it will not provide a substitute.
2. Under conditions in which a substitute is not provided the remaining two SROs on duty will split between the two campuses staffing one (1) SRO at the Elementary School and one (1) SRO at the Middle / High School campus. The SRO at the Middle/High School Campus will be responsible for all SRO duties at the Middle / High campus for that day.
3. In the event a substitute SRO is not provided LCSD will only be billed for the two SRO's actually on duty.
4. At no time will the number of SROs or SRO substitutes fall below two (2). During regular school hours a minimum of one (1) SRO or substitute must be assigned to each campus (Elementary and Middle/High).

SECTION 5. Overtime hours

In addition to the assignment of three SROs, as outlined in Section 4, LPD agrees to furnish LCSD with police officers as needed by LCSD for events, meeting, and functions outside of normal school hours. LPD agrees to furnish officers for these events in addition to the SRO's normal assignments at no additional cost to LCSD up to 120 hours annually. Once the 120 hour bank has been expended LPD will continue to furnish LCSD with any officers requested for overtime details and LCSD will pay LPD on a per hour basis for the officer based on the officer's current overtime rate of pay.

Overtime assignments will be requested from LPD only through the building principal with Superintendent's approval or the Superintendent directly.

While certain overtime functions will necessitate that an SRO specifically attend (i.e. School safety meetings, follow up investigations requiring an SRO), other events will be staffed by other officers of LPD and will be selected for the details based on the current collective bargaining agreements between LPD PBA and Village of Liberty (ie. overtime assignments are offered on a rotating basis).

Due to current collective bargaining agreements, any officer who is called into work to participate in an overtime detail must receive a minimum of 3 hours of overtime. As such, the minimum amount of hours to be subtracted from the annual 120 hour bank and/ or to be billed per hour is 3 hours. An exception to this requirement is if an event occurs immediately after an officer's normal work hours. In these instances only, the actual hours worked will be subtracted or billed.

LPD will advise LCSD annually when they have expended the 120 hour bank.

SECTION 6. Selection of SRO

LPD will select each SRO after consultation with LCSD. Factors which LPD shall consider during the selection process include the following:

- The SRO must be capable of conveying a positive police presence in the school and in the community.
- The SRO must have the ability to be a positive resource to the school, staff, students, parents and residents in the surrounding neighborhood.
- The SRO must agree to attend any necessary training schools or classes that are needed to increase his/her skills for the position.

SECTION 7. Removal of SRO

In the event the LCSD administration has cause to believe that a particular SRO is not effectively performing in accordance with the Agreement, the Superintendent may recommend in writing to the Chief of Police that the SRO be removed from the program. Within ten business days after receiving the recommendations, the Superintendent or his designee will meet with the Chief of Police or his designee to discuss the recommendation. If the problem cannot be resolved in the opinion of both the Superintendent and the Chief of Police, or their designees, then the SRO shall be removed from the program and a replacement SRO will be selected in accordance with this Agreement. The selection process shall not exceed 30 days after the removal of the prior SRO, and the new SRO shall commence work as soon as reasonably practicable after removal of the prior SRO.

SECTION 8. Funding

In consideration of LPD 's assignment of the three SROs to LCSD, LCSD agrees to pay, for each SRO, a flat per hour rate of \$102.64 for each SRO for the regular school year. This funding shall be adjusted to reflect any and all changes in the current or future collective bargaining agreements between the Village of Liberty PBA and the Village of Liberty for the duration of this Agreement and any changes in pay or benefits of the officers assigned as

SROs. For the 2026-2027 school year, the total cost to the LCSD shall not exceed \$149,442.45 per SRO, for the regular school year, absent overtime payments beyond the 120 hour bank as outlined in Section 5. Payments by the LCSD to the Village of Liberty shall be made quarterly, upon receipt of a proper invoice from the LPD.

If the Village of Liberty applies for a federal COPS SRO grant which, if awarded, would provide funds to be used and applied against the pay and benefits to be paid to and on behalf of the SRO, upon receipt of such grant funds by the Village of Liberty the respective responsibilities of the Parties hereto for the pay and benefits to be paid to and on behalf of the SRO shall be reduced *pro rata* by the amount of such COPS SRO grant.

The Village of Liberty shall notify the District within 10 business days after its receipt of a COPS SRO grant and the re-calculation of the LCSD's cost under this Agreement.

The Parties understand and acknowledge that the sums provided under this Agreement do not completely fund the position of a full-time police officer, and the LPD reserves the right to assign the officer to other police functions in the event of an emergent need, including but not limited to civil unrest or natural emergency. By way of illustration and not limitation, the SRO could be called out in order to deal with a developing police emergency in the Village of Liberty, returning to LCSD at the conclusion of the emergency situation.

SECTION 9. Insurance and Indemnification

Except as otherwise provided in this Agreement, the Parties shall separately maintain their own appropriate liability and casualty insurance policies as they, in their sole discretion, deem appropriate. The Parties further agree that no indemnification shall be provided for except as specifically set forth below and that the respective liability of the Parties to each other and to third persons shall be determined in accordance with the laws of the State of New York. LCSD will protect, defend, indemnify and hold harmless LPD, its officers, employees or agents from any and all costs, claims, judgments or awards of damage arising out of or in any way resulting from negligent acts or omissions of LCSD, its officers, employees or agents. LPD will protect, defend, indemnify and hold harmless LCSD, its officers, employees or agents from any and all costs, claims, judgments or awards or damage arising out of or in any way resulting from negligent acts or omissions of LPD, its officers, employees or agents. In the event of concurrent liability, the Parties shall have the right of contribution in proportion to the respective liability of each Party. Nothing contained in this Section shall be deemed to waive immunities established pursuant to State statute or to create third-party rights or Immunities.

SECTION 10. LCSD Responsibility for Safety and Security

Both Parties understand and agree that LCSD retains its legal responsibility for the safety and security of the school district, its employees, students and property and that this Agreement does not alter that responsibility.

The SRO will serve on the District Safety Team and/or the Emergency Response Team for the District. Additionally, the SRO will consult with building and District administration

to develop and organize emergency response procedures and protocols. This includes providing constructive feedback after drills and live-events/incidents.

SECTION 11. Term of the Agreement

The Agreement shall be effective commencing the first day of September 2026 in which SRO's are needed for professional development days and expire on the last day of June 2027 on which students attend school, unless mutually extended by the Parties in writing. Upon expiration of the Agreement, all equipment furnished by LPD shall remain the sole property of LPD, and all facilities, office equipment, or other material support provided by LCSD shall remain the sole property of LCSD.

SECTION 12. Termination of Prior Agreements

This Agreement shall supersede and replace the following agreements:

- a. A prior intermunicipal agreement between the Parties dated July 7th, 2022 (the "2022 IMA"). Upon execution of this Agreement, the 2022 IMA shall be deemed terminated.
- b. A prior amendment to the 2022 IMA, dated 4/20/23, regarding the use of body worn cameras (the "2023 BWC Amendment"). Upon execution of this Agreement, the 2023 BWC Amendment shall be deemed terminated.
- c. An intermunicipal agreement entitled "MOU Regarding Summer School Coverage" (the "2023 Summer School MOU"). Upon execution of this Agreement, the 2023 Summer School MOU shall be deemed terminated.
- d. An intermunicipal agreement, dated 1/10/23, regarding the LEADS internship program (the "2023 Internship Agreement") Upon the execution of this Agreement, the 2023 Internship Agreement shall be deemed terminated.
- e. A prior intermunicipal agreement dated June 11th, 2024 (the "2024 IMA"). Upon execution of this agreement the 2024 IMA shall be deemed terminated.

SECTION 13. Interviews and Arrest Procedures

If the SRO plans to interview suspects or victims of crime pursuant to Section 2 of this Agreement, the SRO, to the extent practicable, will advise the Principal or his/her designee and work with the Principal and his/her designee to minimize disruption to the school, staff, and students. In the event that the SRO wishes to Interview a student who is under age 18, LCSD employees will make parental notification and seek parental consent for such interviews in accordance with policy as established in LCSD regulations and applicable laws. Provided, however, that nothing herein is intended to prevent the SRO from interviewing a student, without parental notification or consent, in connection with a Child Protective Services (CPS) investigation of suspected child abuse or neglect or as requested by the Building Principal. The Principal or his/her designees may request to the SRO that s/he be present during the interview of a student. If permitted, the Principal or his/her designee will be present solely as an observer of the interview and not a participant therein. In the event that the SRO arrests a student at a LCSD school, the SRO shall notify the Principal or his/her designee as soon thereafter as practical. In the event that the arrested student is a juvenile,

LPD will notify the parents or legal guardian pursuant to LPD policy and procedure. LCSD may also make notification as may be necessary under its own guidelines.

SECTION 14. Release of Student information

Upon request by LPD, LCSD will provide directory information relating to its students, to the extent allowable under LCSD policy and State and Federal law.

SROs who qualify as school officials may only use personally identifiable information (“PII”) from a student’s educational record for the legitimate educational purpose for which the information was sought—that is, to promote school safety and the physical security of students. An SRO who is acting as a school official under FERPA may not re-disclose, without appropriate consent, PII from education records to outside Parties, including other employees of the SRO’s police department, who are not acting as school officials, unless such re-disclosure falls into a FERPA exemption.

SROs cannot detain students or otherwise interrogate them for the purpose of determining the students’ (or their families’) immigration status. An SRO’s request to access educational records to determine a student’s immigration status does not constitute a legitimate educational purpose authorizing such access. If an SRO obtains information about a student’s immigration status, the SRO is not authorized to re-disclose that information to other law enforcement officers or federal immigration officials.

SECTION 15. Reports

The SRO shall not provide police reports except as allowed by New York State law and/or LPD policies and procedures.

The SRO will provide information to the District to the extent necessary to complete the District’s School Safety and the Educational Climate (SSEC) documentation.

SECTION 16. Body Worn Cameras

SROs may be equipped with body cameras. The body cameras will remain in buffering mode and will only be activated when SROs are operating in their law enforcement capacity or when faced with an adversarial adult in the school. When recording, an audible signal will be emitted from the body camera at regular intervals.

SECTION 17. Summer School Program

LCSD recognizes that at times it would enhance the safety, security and wellbeing of students and staff to expand the School Resource Officer Program to include Summer School activities.

1. The 2026 Summer School Session will not be staffed by any SRO's

SECTION 18. Liberty Law Enforcement Discovery Success Program

WHEREAS, the Village of Liberty Police Reform and Reinvention Collaborative Plan of 2021 included a recommendation that the Village of Liberty Police Department ("DEPARTMENT") and the DISTRICT establish an internship program whereby high school students can work directly with School Resource Officers and other officers in an effort to educate students about law enforcement, create an interest in law enforcement careers, and enhance efforts to expand diversity within the DEPARTMENT; and

WHEREAS, the DISTRICT seeks to provide such internship opportunities to students in collaboration with the DEPARTMENT through the Liberty Law Enforcement and Discovering Success ("Liberty LEADS") eight-week internship and mentoring program which will offer students a chance to observe officers, dispatchers and detectives and obtain the knowledge and tools to prepare them to navigate the law enforcement hiring process.

1. TERM. The term of this Section shall coincide with the term of the entire Agreement.
2. INTERNSHIPS. The DISTRICT has collaborated with the DEPARTMENT to create the Liberty LEADS eight-week internship and mentoring program open to high school students. Students will learn about careers in law enforcement and will be assigned to volunteer on special projects in the DEPARTMENT for four to eight hours per week outside of school hours. The Parties will have the following roles and responsibilities in carrying out the Liberty LEADS internship program:
 - a. The DISTRICT and DEPARTMENT will jointly select and assign students to the DEPARTMENT for internships. The LEADS program will be open to DISTRICT students in eleventh and twelfth grades through a competitive application process based upon an applicant's essay explaining why the applicant wants to consider a career in law enforcement.
 - b. The DISTRICT, in consultation with the DEPARTMENT, will be responsible for establishing curriculum and educational outcomes for such students and monitoring student participation. The DISTRICT will assign a certified educator(s) to oversee student work and participation in the internship, to include but not be limited to observing students and assessing the internship experience. The DISTRICT will obtain written parental consent for student to participate in the internship and will provide copies of such consents to the DEPARTMENT.
 - c. The DEPARTMENT will make police officers and other appropriate DEPARTMENT staff available to work with student interns on a schedule to be mutually agreed by the Parties. The DEPARTMENT will provide experiences and educational programs that meet curriculum and educational outcomes for students as established by the DISTRICT. Special projects for students will be subject to DISTRICT approval. The DEPARTMENT will at all times use good professional judgment when assigning students to activities and will refrain from exposing students to situations that could pose physical harm to them. Written parental consents will be required, in a form satisfactory to the Parties, before any student is allowed to "ride along" in a DEPARTMENT vehicle. This parental consent

shall be separate from the parental consent referred to in Section 18(b) of this Agreement.

- d. The DEPARTMENT, in cooperation with the DISTRICT, will provide an orientation meeting for students and parents at the commencement of the internship to review internship academic expectations, DEPARTMENT expectations for student conduct, and any other information beneficial to student success during the internship.
- e. The DEPARTMENT will provide documentation of student participation in the internship as may be requested by the DISTRICT.

3. STUDENT EXPECTATIONS AND CODE OF CONDUCT. Student interns will be expected to meet expectations for appropriate and professional behavior established by the DEPARTMENT and the DISTRICT. The DEPARTMENT will notify the DISTRICT in the event any suspected violation of these expectations so the DISTRICT may address in accordance with its Code of Conduct (a copy of which is attached hereto as Exhibit "A").

4. STUDENT RECORDS. The DEPARTMENT understands that members of the DEPARTMENT may be provided with information concerning students that qualifies as confidential Student Records under applicable laws, including but not limited to the federal Family Educational Right to Privacy Act (FERPA). The DISTRICT will obtain written consent from each student intern's parent(s)/guardian(s) or eligible student intern (as applicable) as required by 20 USC § 1232g and provide a copy of same to the DEPARTMENT. The DEPARTMENT and its personnel will use such information only in connection with the internship program. Any use of Student Records for a law enforcement purpose or any disclosure of Student Records for any other purpose by the DEPARTMENT is expressly prohibited without the express written consent of the DISTRICT.

5. INDEMNIFICATION. For purposes of this Section, the VILLAGE agrees to defend, indemnify and hold the DISTRICT, its officers, employees, and agents, harmless, at all times during and after the term of this Section, from and against all claims, damage, losses, and expenses (including without limitations, reasonable attorneys' fees) arising from, or in any way connected with the negligent or intentional acts or omissions of, or a breach of any term or condition contained in this Section by the VILLAGE, its employees, agents or representatives.

The DISTRICT agrees to defend, indemnify and hold the VILLAGE, its officers, employees, and agents, harmless, at all times during and after the term of this Section, from and against all claims, damage, losses, and expenses (including without limitations, reasonable attorneys' fees) arising from, or in any way connected with the negligent or intentional acts or omissions of, or a breach of any term or condition contained in this Section by the DISTRICT, its employees, agents or representatives.

6. INSURANCE. For purposes of this Section, the VILLAGE shall maintain the following insurance coverage naming the DISTRICT, its Board of Education, employees and

volunteers as an additional insured on a Primary and Non-Contributory basis with a waiver of subrogation in favor of the DISTRICT. Such policies shall be from an A.M. Best A-rated or better New York licensed and admitted insurer:

- a. Public liability and property damage insurance. The minimum limits of coverage of such insurance shall be \$1,000,000 for injury or death, per person or per incident, and \$1,000,000 with respect to property damage; and \$1,000,000 Sexual Misconduct and Assault;
- b. Automobile Liability with a minimum limit of coverage of \$1,000,000;
- c. Law Enforcement Liability coverage with a minimum limit of \$1,000,000; and
- d. Umbrella/Excess Insurance coverage with a minimum limit of \$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability, General Liability and Professional Liability coverages.

In addition, the VILLAGE shall maintain Workers Compensation and NYS Disability Insurance for its employees in accordance with New York State law.

All policies shall be non-cancelable without thirty (30) days prior written notice to the other Parties. Certificates of insurance shall be provided to the DISTRICT upon request.

7. INDEPENDENT CONTRACTOR. It is understood and agreed that the VILLAGE, and its employees and agents, are independent contractors and cannot bind the DISTRICT to any obligation, or subject it to any liability whatsoever. As an independent contractor, the VILLAGE and any persons engaged by it shall not be entitled to any medical, health, pension, retirement, disability, unemployment, workers compensation or other insurance or coverage, or any other benefit, similar or dissimilar, from the DISTRICT. Both Parties shall make all tax or other governmental reports in accordance with their status as independent contractors.

It is also understood and agreed that the DISTRICT, and its employees and agents, are independent contractors and cannot bind the VILLAGE to any obligation, or subject it to any liability whatsoever. As an independent contractor, the DISTRICT and any persons engaged by it shall not be entitled to any medical, health, pension, retirement, disability, unemployment, workers compensation or other insurance or coverage, or any other benefit, similar or dissimilar, from the VILLAGE. Both Parties shall make all tax or other governmental reports in accordance with their status as independent contractors.

8. LEADS STUDENTS ARE VOLUNTEERS. Students chosen to participate in the LEADS program are volunteers who have chosen freely to participate in the LEADS program. They have not been promised nor will they receive or be entitled to any compensation from the VILLAGE or the DISTRICT. The LEADS program will provide students with educational training for the internship's duration which shall consist primarily of shadowing DEPARTMENT staff. Students in the LEADS program shall not displace work of any paid employees. Students will not be entitled to a paid job at the conclusion of the internship.

9. TERMINATIONS. Both Parties reserve the right to terminate this Section upon providing thirty (30) days written notice to the other Party provided, however, that prior to providing such notice the Party seeking termination shall participate in dispute resolution as described in Section 20 of this Agreement.

SECTION 19. Termination

This Agreement may be terminated by either Party, with or without cause, upon 30 days written notice.

SECTION 20. Non-Assignment

This Agreement may not be assigned by either Party or its right, title or interest therein assigned, transferred, conveyed or otherwise disposed of without the previous consent, in writing, of the other Party and any attempt to assign the contract without such written consent will be null and void.

SECTION 21. Dispute Resolution; Venue; Jurisdiction; Governing Law

(a) In the event either Party has a dispute relating to the execution of this Agreement, or any of the terms herein, it shall provide written notice to the other Party of such dispute and include a detailed description of the nature of the dispute and proposed method of resolution. Within seven (7) days of receiving such notice, the receiving Party shall contact the disputing Party and a mutually acceptable time shall be set for the Parties to meet and discuss the resolution. Both Parties shall provide documentation or other information useful for resolution of such dispute. Both Parties shall make a good faith effort to resolve such dispute in a mutually acceptable and timely manner. In the event the Parties cannot agree to resolve such dispute, either Party may exercise its right to terminate pursuant to Section 19 of this Agreement and may pursue any legal rights it may have against the other Party.

(b) This Agreement and its provisions shall be governed by, construed and enforced solely in accordance with the internal laws of the State of New York applicable to agreements entered into and to be wholly performed within the State of New York, without regard to conflict of law principles.

(c) Subject to subparagraph (a) above, any dispute arising out of or referable to this Agreement shall be commenced, prosecuted and decided solely by a Court of competent jurisdiction located in Sullivan County, New York, sitting without a jury, which each Party waives the right to request or receive. Each Party voluntarily submits to the personal jurisdiction of such Court(s) and waives any claim of an inconvenient forum.

SECTION 22. Notices

Any notices or other communications that must be given in connection with this Agreement shall be in writing and shall be deemed to have been validly made or given when delivered personally or when received if properly deposited with the United States Postal Service, postage prepaid certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below:

- a. If to DISTRICT:

Liberty Central School District

115 Buckley Street
Liberty, New York 12754
Attn.: Patrick Sullivan, Superintendent of Schools

b. If to VILLAGE:

Village of Liberty
159 North Main Street
Liberty, New York 12754
Attn.: Joan Stoddard, Mayor

With copy to: Gary D. Silver
Attorney for the Village of Liberty
461 Broadway – P.O. Box 1447
Monticello, New York 12701

SECTION 23. Headings

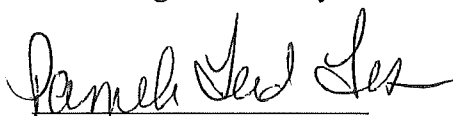
Headings or titles of sections are for convenience of reference only and do not constitute a part of this Agreement.

SECTION 24. Full Agreement

This Agreement constitutes the full agreement between the Parties.

SECTION 25. Authorization

By resolution or otherwise pursuant to law, the governing bodies of the Parties listed below have authorized their respective designated officials to execute this Agreement on their behalf. This Agreement may be executed in counterparts.



President, Board of Education
Liberty Central School

08/25/2026.
Date



Chief of Police
Village of Liberty Police Department

9/1/26
Date



Mayor
Village of Liberty

9/3/26
Date