

VILLAGE OF SCOTIA AND SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT RESOURCE OFFICER AGREEMENT

This Agreement is made between THE VILLAGE OF SCOTIA, (the "Village"), acting by and through its Scotia Police Department (the "Scotia Police Department"), a municipal corporation of the State of New York, having its principal office located at 4 North Ten Broeck Street, Scotia, New York 12302, and Scotia-Glenville Central School District ("School District"), having its principal office located at 900 Preddice Parkway, Scotia, New York 12302 and entered into as of the 1st day of September, 2023.

RECITALS

- A. The Village employs Police Officers capable of serving as School Resource Officers (SROs) to perform community-policing services in schools located within the School District.
- B. The School District wishes to have an SRO assigned to its schools for that purpose during the 2023-2024 school year, and the Village and Scotia Police Department are willing to assign an SRO to the School District.

The Parties, therefore, in consideration of the municipal promises set forth herein, agree as follows:

COVENANTS

1. **Subject Matter.** The Scotia Police Department shall assign a full-time SRO to provide services to the School District on all day's school is in session for the students. The officer selected will be required to successfully complete the NYS DCJS SRO certification. Officer selection will be ultimately based on an interview committee made up of school, village and police administrators;
2. **Term.** The term of this Agreement shall be from September 1, 2023, through June 30, 2024. This Agreement shall be subject to renewal for up to two (2) additional years of one (1) year each upon the written mutual agreement of the parties. Each additional renewal term shall be subject to the approval of the Board of Education of the Scotia-Glenville School District and the passage of the Scotia-Glenville Central School District budget, which must include the SRO position, by no later than thirty (30) days prior to the expiration of the prior term;
3. **Selection, Supervision and Professional Status of the SRO.**
 - a. The SRO, shall be selected by the Scotia Police Department in conjunction with the School District's Superintendent of Schools, or the Superintendent's designee, to ensure an appropriate match of skills, personality and approach. The SRO shall carry out the responsibilities pursuant to the established job duties set forth in Schedule A attached hereto and made part of this Agreement.

- b. The SRO shall at all times be an employee of the Scotia Police Department, not the School District, and the SRO's term and conditions of employment, including wages, benefits, time off and disciplinary procedures, shall be governed by the Collective Bargaining Agreement between the Scotia Police Department and the Scotia PBA, nothing in this Agreement shall alter or supersede those terms and conditions.
- c. Direct Supervision of the SRO shall be in accordance with the chain of command of the Scotia Police Department as established by the Scotia Police Department.
- d. The School District, through the Superintendent's designee, will communicate any concerns about the SRO's effectiveness or conduct, and any disciplinary issues with respect to the SRO, to the Scotia Police Department, who will investigate and resolve such issues administratively.

If the Superintendent or the Superintendent's designee deems that the resolution of any issue, or any unresolved issue, is detrimental to the effectiveness of the SRO or creates a likelihood of disruption to the education's environment, the SRO shall be replaced with a new SRO mutually acceptable to the Scotia Police Department and the School District.

- e. The SRO shall, at all times, be first and foremost, a sworn Scotia Police Officer, fully trained and certified under the laws of the State of New York, who is mandated by law to enforce the law, intercede in crimes in progress, investigate criminal activity whether on school campus or not and will take appropriate enforcement action as mandated by law.
- f. The SRO provided by the Scotia Police Department shall be fully equipped with all equipment provided by the Scotia Police Department to a Scotia Police Officer; including, but not limited to, a firearm, radio and patrol car.

4. Duties and Schedule of the SRO.

- a. The SRO shall serve as an immediate resource to School District officials, professional staff and students, and in the roles of law enforcement officer, educator and advisor shall perform duties including, but not limited to:
 - 1. Maintaining a presence in the School District and all school buildings, on and off campus, focused on creating a peaceful and safe learning environment for students, faculty, staff and visitors by proactively working to eliminate safety threats, school-related crime and disorder and by working to enhance the quality of life of members of the school community.

11. Responding immediately to ensure safety in times of crisis or conflicts and providing follow up to proactively prevent future problems.
 111. Communicating and collaborating with other law enforcement colleagues to identify and preemptively address potential issues, such as matters that occur outside the school environment that may impact the school, as well as to investigate potentially unlawful and unsafe activities in close coordination with the respective building principal or designee.
 - 1v. Functioning as a resource to the school community, including staff, students and their families, for collaborative problem solving and the encouragement of information sharing to increase safety and security in the school and community.
 - v. Making presentations to students, faculty and staff, officials, parents and the community on violence prevention, substance abuse, social conflict, crime prevention, health and safety, conflict resolution, school safety and other related community policing issues.
- b. The SRO will adhere to the terms of this agreement signed by the School District and the Village.
 - c. The SRO shall not be expected or required to handle violations of the School District's Code of Conduct, and shall not supplement, supplant or circumvent the responsibilities of building administrators and others within the School District responsible for enforcement of the Code of Conduct.
 - d. The SRO shall be assigned to provide service to the School District on each regular school day, for an eight (8) hour shift and may, when warranted by the situation or circumstances, have a presence extended beyond the regular school day. Any overtime that is a result of a school request or an investigation must have prior approval of a supervisor.
 - e. The SRO will work regular duty at the Police Department Monday through Friday on days that the school district is not in session.
 - f. Special arrangements may be made, with supervisor approval, for SRO duties that are conducted during "off days" for the district. The SRO may choose to utilize their accrued leave during school breaks or report to regular duty. The SRO will be required to work all regularly scheduled school days unless they utilize sick leave or personal leave.

- g. Any overtime that is a result of a school request or an investigation must have prior approval of a supervisor. The SRO will report directly to the Chief of Police, or his designee.
- h. The SRO shall also be assigned to provide service to the School District on days when students are not in attendance, but administrators and teachers are on the school campus; on such days, the SRO's responsibilities may include opportunities for professional development, program evaluation and program enhancement.
- 1. Training and similar professional requirements of the Scotia Police may, from time-to-time, impact the availability and service of the SRO. The Scotia Police or SRO shall notify the School District in advance of scheduled absences due to such professional requirements. Except in the case of extreme emergency, the SRO shall not be called to respond to any non-school-related situation during the SRO's regular workday.

5. Facilities and Resources to be Provided by the School District.

- a. The School District shall provide an office, in a location mutually agreed upon by the Scotia Police and the School District, for use by the assigned SRO.
- b. The School District shall provide a designated parking spot for the SRO at and in close proximity to the SRO's assigned office.
- c. The School District shall provide the following office equipment and furnishings for the SRO at said office location: a desk, a desk chair, two office chairs, one personal computer with internet connectivity, one computer monitor, one printer and one phone. In addition, the School District shall allow the SRO to access and use a school photocopier near the SRO's assigned office.

6. Provision of Additional Scotia Police Services.

- a. Assignment of a full-time SRO to the School District shall not affect the duties of other Scotia Police, or preclude their appropriate presence on or near school campuses, or on or near off-campus school facilities or events.
- b. The School District may request, from time-to-time, the provision of Scotia Police services for School District and school activities and functions outside the regular school day or at locations other than the school campuses; such services may, at the Scotia Police's option, be provided by the SRO assigned to the School District. Any such assignment which is not an extension of the SRO's scheduled workday, or which is performed by a Scotia Police officer other than the SRO, shall be for a minimum of two (2) hours. The Scotia Police and the Superintendent, or the Superintendent's designee, shall consult concerning the

number of Scotia Police officers to be assigned to provide such services in each instance, but the final decision shall be that of the Scotia Police Department.

7. District's Payments.

- a. Except as otherwise set forth in this Agreement, the School District shall reimburse the Village of Scotia as per the attached Schedule B for the services of the SRO ("Reimbursement"). The purpose of such Reimbursement is to reimburse the Village for a portion of the cost of the salary and benefits of the SRO. The School District shall pay the Village the Reimbursement upon receipt of an invoice provided by the Village, which must be paid in full within thirty (30) days of receipt.

8. Termination.

- a. Either Party may terminate this Agreement by giving the other Party thirty (30) days written notice. Upon the termination of this Agreement for any reason as set forth herein prior to the end of the school year, the reimbursement will be adjusted on a pro-rata basis according to the length of time the Agreement was in effect. The School District shall not be obligated to reimburse the Scotia Police Department for any equipment and patrol car costs incurred by the Scotia Police Department in equipping the SRO.

9. Indemnification.

- a. Each Party hereto shall defend and indemnify the other Party and its officers, employees and agents, and shall hold it and them harmless, against any liability or loss, including attorneys' fees, expenses and costs sustained or incurred in connection with any claim, suit, action or proceeding arising out of any willful or negligent act or omission of the indemnifying Party or its officers, employees or agents in the performance of its obligations under this Agreement.

10. Default.

- a. The occurrence of any of the following shall be considered an Event of Default:
 1. Non-Payment - The failure by the School District to make any of the payments required pursuant to this Agreement when due.
 11. Other Failure to Perform - The failure by either the Scotia Police Department or the School District to perform and/or comply with any term, covenant or condition required under this Agreement.

11. Remedies.

- a. In the Event of Default under this Agreement, the non-defaulting party may take such legal action as may be appropriate under the circumstances, including injunctive relief, declaratory judgment or monetary damage for such default. No such action or proceeding shall be commenced until the defaulting party has been given written notice thereof by the non-defaulting party and thirty (30) days have elapsed since receipt of such notice, and the defaulting party has not proceeded diligently to cure such default.

12. Address for Notices.

- a. Any notice or other communication required or contemplated under this Agreement to be given by one Party to the other, in writing, shall be delivered personally or mailed by first class mail, postage prepaid or sent by electronic transmission (email) to the following addresses:

If to the Village:

David Bucciferro, Mayor
Scotia Village Hall
4 North Ten Broeck Street, NY 12302
dbucciferro@villageofscotiany.gov

If to the District:

Susan Swartz, Superintendent
Scotia-Glenville Central School District
900 Preddice Parkway
Scotia, New York 12302

- b. Or to such other address or addressee as the Party to receive notice or other communication shall have designated by notice or other communication delivered or mailed in like manner.
- c. Any notice delivered personally shall be deemed to have been given and received on the business day next following the day of delivery. Any notice sent by US mail shall be deemed to have been given and received on the fifth day following the day it is placed in the mail. Any notice sent by electronic transmission shall be deemed to have been given and received on the day of sending, provided that no notice that it cannot be delivered is received by the sender within 24 hours following its sending.

13. Execution in Counterparts.

- a. To allow the Parties to complete their formal agreement as expeditiously as possible, this Agreement may be signed in counterparts which, taken together, will constitute a single agreement and either Party may accept from the other a telephonic or electronic facsimile, the signature on which will be deemed an original signature.

14. Entire Agreement.

- a. This Agreement embodies the entire agreement and understanding between the Parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith. There are no representations, warranties, covenants or conditions made by either of the Parties except as herein expressly contained. This Agreement may not be amended, modified, altered or varied except by an Agreement in writing signed by both of the Parties.

15. Governing Law and Venue.

- a. The law of the State of New York shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. Venue of any legal action shall be Schenectady County, New York and action must be commenced in Schenectady County Court.

16. Modification.

- a. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing signed by both parties.

17. Severability.

- a. In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the Parties as if the said illegal or unenforceable provision were not contained a part thereof.

18. Paragraph Titles.

- a. The titles or headings to the paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

19. Waiver.

- a. The waiver by either Party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or conditions of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing signed by the waiving Party.

20. Meaning of Terms.

- a. Except as specifically stated otherwise, the following terms shall be interpreted as follows when used herein:
 - i. "Days" shall refer to calendar days.
 - ii. "School Day" shall refer to a day that school is in session.
 - iii. To the extent necessary, singular personal pronouns shall include the plural and plural personal pronouns shall include the singular.

Wherefore, the Parties hereto have hereunto set their hands on the date set forth following each signature.

Village of Scotia

Scotia-Glenville
School District
Central

By: _____ Date: _____
David Bucciferro,
Mayor

By: _____
Susan Swartz,
Superintendent

Date: _____

SCHEDULE A

SRO JOB DUTIES

1. Consult with and coordinate activities as requested by the Superintendent and/or designee;
2. The SRO shall report to the building principal by 8:00 a.m. each morning at Sacandaga and Lincoln Elementary Schools and shall perform SRO duties each day until 4:00 pm. The Superintendent of Schools will direct the SRO as to which building, he/she is to report to on any given day;
3. Abide by School Board policies to the extent that such compliance does not interfere with or impede the SRO in the performance of his or her duties as a law enforcement officer;
4. Initiate law enforcement action as necessary and notify the school principal as soon as possible, and whenever practicable, advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities as required by standard police practices and standing general orders;
5. The SRO shall act as a liaison for other law enforcement officers in matters regarding School District policies while on school grounds;
6. The SRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal;
7. The SRO shall provide intervention between students and/or staff by employing appropriate techniques to calm and control situations;
8. The SRO shall develop an expertise in presenting various subjects; including but not limiting, to lockdown procedures, bullying, drug abuse prevention education and shall provide these presentations at the request of school personnel in accordance with the established curriculum;
9. Encourage group discussions about law enforcement with students, faculty and parents;
10. Attend meetings with parents and faculty groups to solicit their support and understanding of the SRO school program and to promote awareness of law enforcement functions;
11. To confer with the principal of the school to which the SRO is assigned to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school-related activities;

12. Perform such duties as described herein as requested by the school principal. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the SRO from being available in areas where interaction with students is expected;
13. The SRO shall familiarize himself/herself with and shall abide by School District policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the School District insofar as same shall be in harmony with standard police practices and standing general orders;
14. Under no circumstances shall the SRO be a school disciplinarian. The SRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law;
15. The SRO shall affirm the role of law enforcement officer by wearing the uniform, unless doing so would be inappropriate for scheduled school activities. The uniform shall be worn at events where it will enhance the image of the SRO and his/her ability to perform his/her duties.

PAY SCALE

School	Year 1	Year 2	Year 3
	\$39,578	\$41,202.90	\$42,860.30
Village Grant	\$41,667.00	\$41,667.00	\$41,667.00
Total	\$81,245.00	\$82,869.90	\$84,527.30

***There may be additional grant funding pending the federal grant award date of 9/30/23.**