

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

This Agreement made and entered into the ____ day of _____, 2022, between the Village of Scotia (the “Village”), a municipal corporation of the State of New York, having its principal office located at 4 N. Ten Broeck Street, Scotia, New York 12302, and Scotia-Glenville Central School District (“School District”), a public school district having its principal office located at 900 Preddice Parkway, Scotia, New York 12302.

WHEREAS, the School District and the Village wish to enter into a cooperative Agreement for the Village to provide and share the cost of providing a Community Resource Officer ("CRO") at various locations within the School District; and

WHEREAS, the Village has authorized this Agreement by a duly adopted resolution of the Village Board at a duly noticed meeting of the Village Board.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the School District and the Village agree as follows:

1. The Village shall provide ~~Certified~~ Police Officer to the School District twenty (20) hours a week while school is in session to function as a Community Resource Officer (“CRO”) at the Lincoln and Sacandaga Elementary Schools (the “Elementary Schools”).

2. The duties and responsibilities of the CRO may include, but are not limited to the following:

- a. acting as a community liaison between the Village, its police department and the School District;
- b. providing instruction and guidance on interventions between students and/or staff through the employment of appropriate techniques to deescalate and control situations;
- c. providing education and counseling to students on law enforcement matters;
- d. mentoring students and providing guidance on how to serve as a positive role model for students;
- e. providing instruction and tools on informal counseling techniques and classroom management;
- f. providing instruction and law-related education to students;
- g. working with School District administrators on trending issues in the community;

- h. providing education to strengthen public safety at the School District's schools;
- i. providing guidance to the School District on the security and safety of students, staff and visitors to the Elementary Schools;
- j. participating in meetings with School District administrators, parents, or students when requested by the School District;
- k. providing guidance on dispute resolution and/or the development of policies regarding school safety; and
- l. reporting known violations of law, school rules, regulations, or policies to the building principals at the Elementary Schools.

3. The CRO shall abide by School District's policies at all times while on School District property. The CRO shall not implement any discipline for a violation of school rules or policies.

4. The School District shall provide the CRO with access to available resources at the Elementary Schools as may be necessary and appropriate to allow the CRO to perform his or her duties under this Agreement.

5. Except as otherwise set forth in this Agreement, the School District shall reimburse the Village Forty-Two Thousand Seven Hundred Sixty-Two Dollars (\$42,762.00) annually to make a police officer available as the CRO and to perform the duties under this Agreement ("Reimbursement"). Such amount shall be pro-rated based on any partial school year during which the CRO is performing his or her duties under this Agreement. The purpose of such Reimbursement is to reimburse the Village for a portion of the cost of the salary and benefits of the CRO. The School District shall pay the Village a partial Reimbursement in May 2023 and then a remainder at the end of each school year, or at the termination of this Agreement is before the end of a school year. The Village will provide the School District with an invoice at the end of each school year or upon the termination of this Agreement, if earlier, which shall be paid in full within thirty (30) days of receipt.

6. The CRO shall remain a Village employee at all times, and shall not be entitled to any of the benefits that might otherwise be available to employees of the School District.

7. The CRO will be under the direction, jurisdiction and control of the Village.

8. The term of this Agreement shall be from the date of its full execution by all

parties through the end of the of the 2021-2022 school year and from May 1, 2022, through June 20, 2023. Thereafter, this Agreement may be renewed upon the written agreement of the parties.

9. This Agreement may be terminated by the School District upon thirty (30) days' written notice to the Village, or by the Village upon sixty (60) days' written notice to the School District. In addition, the School District shall have the right to immediately terminate this Agreement on written notice to the Village in the event that the Village assigns a CRO to the School District who is not acceptable to the School District in its sole discretion or if the CRO conducts himself or herself in a manner deemed inappropriate by the School District in its sole discretion. 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.

10. Any notice required to be given by this Agreement shall be given as follows:

a. To the Village:

Daniel Harrigan, Chief of Police
Village of Scotia
4 N. Ten Broeck Street
Scotia, New York 12302

b. To the School District:

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

11. Each party hereto shall defend, indemnify and hold the other party and its officers,

employees and agents 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.

12. 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.

13. 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.

This Agreement is entered into as of the day and year set forth above.

Village of Scotia

Scotia-Glenville Central School District

By _____

By _____