Pennsylvania Department of Education
Office for Safe Schools Targeted Grants for School Resource Officer
Municipality/Police Department Request for Application
2015-2016

Background and General Grant Information

The purpose of the Office of Safe Schools Targeted Grants for School Resource Officer is to assist school entities, municipalities and police departments in funding programs which address school violence by establishing or enhancing school security, including costs associated with the training and compensation of school resource officers. The grant is designed to provide funds to enable the placement of school resource officers into public and nonpublic schools across the commonwealth.

Municipalities and police departments are eligible to submit an application for this grant in order to fund the placement of school resource officers in schools within their municipality. Municipalities and police departments that receive grants shall, with the prior consent of the governing board of the school entity or nonpublic school, assign school resource officers to carry out their official duties on the premises of the school entity or nonpublic school. Municipalities and police departments cannot receive grant funds for any purpose other than for costs associated with school resource officers and are not eligible for other grants provided by the Pennsylvania Department of Education's (PDE's) Office for Safe Schools. In assigning school resource officers, police departments and municipalities must take into consideration the proportion of students enrolled in each school entity or nonpublic school.

Municipalities and police departments who service more than one district can apply for expanding to other districts but not for additional staff in current districts served.

Funds must be used in accordance with the criteria identified in Act 26 of 1995, as amended by Act 70 of 2013 (4 PS 13-1302A (c) & (c.1)), and police departments and municipalities must fulfill the requirements of the guidelines set forth by PDE's Office for Safe Schools as indicated in this request for application.

PDE's Office for Safe Schools will allocate funds through a competitive grant review process. Municipalities and police departments must apply by completing and mailing in the paper application found as a Word Document following this Request for Application on the Safe Schools web page. The application and all supporting targeted grant documents when completed should be mailed to: Office for Safe Schools, Pennsylvania Department of Education, 333 Market Street, 5th Floor, Harrisburg, PA 17126.

For the purposes of this grant "school entity" shall be defined as a public school district, intermediate unit, charter school, or non-public school, area vocational-technical school/career and technical center. A municipality may also provide a school resource officer to nonpublic schools. Only one

proposal will be accepted from each police department or municipality and no guarantee of funding is made to any applicant.

Applicants may not join together to apply as a consortia.

The application submission window is from **September 14, 2015 to October 15, 2015** at 11:59 PM.

Funding

The maximum individual grant will be $60,000 for school resource officers. Funds may be expended on salaries, compensation and 5% of the total amount awarded may be used for training costs. Funds expended beyond the identified and approved programs and activities will not be reimbursed by PDE's Office for Safe Schools.

Each grantee must commit to and sign an agreement that they will fund the school resource officer for at least two years. Should the General Assembly continue to fund this grant for school year 2016-17, grantees will be eligible to receive 50 percent of the allocation without reapplication.

All grant funds received for school year 2015-16 must be expended by June 1, 2016.
All grant funds received for school year 2016-17 must be expended by June 1, 2017.

Only one school resource officer will be funded per police department or municipality.

School Resource Officer Application Requirements

Applications from a municipality or police department for school resource officer funding must include:

1. The goals and objectives of the targeted grant;
2. A detailed description of how the program will be implemented;
3. Information on how the SRO will maintain, improve or enhance the safety, security and/or climate of the school;
4. Detailed information on the training and support to be provided to the SRO;
5. Three years of comparison data indicating the need for the targeted grant, including, but not limited to: school violence statistics from the school entity's *School Safety Report* (If you go to www.safeschools.state.pa.us on the left side of the home page you click on "School Safety." Follow the directions in the center of the page for "**Historic Report – Comparison Report Generation"** and you will be able to download an excel file that will contain the past data which the school entity reported to the department); community crime rates; gang activity; bullying; absenteeism or truancy rates; expulsion/suspension rates; and disciplinary actions;
6. Grade levels impacted and number of students/staff impacted;
7. Projected outcomes including a climate survey provided by PDE's Office for Safe Schools;
8. An estimated budget including the costs of salary and training;
9. A signed school resource officer Memorandum of Understanding /Memorandum of Agreement between the police department or municipality and any school in which it is placing the school resource officer;

10. A job description;
11. An Employment Accuracy Certification Statement stating that no school resource officer has been employed by the school entity, municipality or police department from July 1, 2011 to July 1, 2015 OR the date of employment if a SRO has been employed; and
12. A Background Check Accuracy Certification Statement and supporting documents that the SRO has satisfied the background check requirements 24 P.S. § 1- 111.

The municipality or police department is also required to keep on file for review, upon request, by the PDE's Office of Safe Schools:

1. An Accuracy Certification Statement and supporting documentation that the school entity, police department or municipality utilized a school resource officer who completed additional training recommended by PDE relating to interaction with all children and adolescents within a school setting; and
2. An Accuracy Certification Statement and supporting documentation that the municipality or police department will include funding of the school resource officer in the school year 2016-2017 budget.

Review Process

Applications will be reviewed on a competitive basis by a team chosen by PDE's Office for Safe Schools. Applications will be reviewed for accuracy and information provided based on guidelines outlined in this request for application. Emphasis will be placed on the need as documented in the data provided. Applications that do not include all of the required information as stated on the grant application will not be considered for funding. All qualifying applications will be reviewed and scored.

Scoring

Applications will be reviewed and scored as follows:

1. Goals and objectives – 10 points – the goals and objectives of the program are clearly stated.
2. Proposal narrative – 15 points – the proposal includes a detailed description of how the program will be implemented; how the program will maintain, improve or enhance the safety, security and/or climate of the school; and information on the training and support to be provided to the SRO.
3. Supporting needs assessment – 35 points – data provided.
4. Expected outcomes – 10 points – outcomes are stated in measurable terms including baseline information and expected improvement.
5. Budget Information – 20 points – budget information is accurate and itemized using a per unit cost and total expenditure. A total of all expenditures are summarized into two categories: Contracted Services and Training.
6. Required documents submitted – 10 points.

Unallowable Expenses

1. All expenses that are not related to compensation or training costs.
2. Training costs beyond 5% of the grant award.
3. Conference expenses.
4. The purchase of any weapons, tasers and stun devices and ammunition.
5. Motor vehicles.

Award and Disbursement of Funds

Grant awards are projected to be announced in October 2015. Grantees will subsequently be required to sign a contract with PDE's Office for Safe Schools. All grant funds in the first year must be expended by June 1, 2016.

PDE's Office for Safe Schools shall seek repayment of funds if it determines that funds were not utilized for the original stated and approved purpose.

Program Reporting and Evaluation

PDE's Office for Safe Schools may at any time visit and/or contact grantees to review grant progress.

Upon completion of the current fiscal year, grantees will be required to submit on forms supplied by the PDE's Office for Safe Schools:

1. A summary of the goals and objectives accomplished.
2. A detailed narrative of the activities related to the goals including training provided to the SRO.
3. Grade levels impacted and the number of students/staff impacted.
4. Detailed listing of budget expenditures.

This information must be received no later than June 1, 2016.

Fiscal Information

In addition to the forms submitted to PDE's Office for Safe Schools upon completion of the fiscal year in which grant funds were expended, grantees will be required to submit an invoice to PDE's comptroller no later than June 1, 2016. Approved expenses will be reimbursed after receipt of the invoice and final report.

Program Changes

All requests for changes to the approved grants and budget must be submitted to PDE's Office for Safe Schools in writing no later than **April 1, 2016** and approved by PDE's Office for Safe Schools or payment will not be made.

Assistance

PDE's Office for Safe Schools will answer questions and provide technical assistance via email related to the grant application. Please contact Pat Tamanini at ptamanini@pa.gov or Marc Bender at marbender@pa.gov. if you have any questions.

The application and all supporting targeted grant documents when completed should be mailed to: Office for Safe Schools, Pennsylvania Department of Education, 333 Market Street, 5th Floor, Harrisburg, PA 17126.

ATTACHMENTS

(Not all may be applicable to all school entities/municipalities/police departments)

Appendix A–Sample Memorandum of Understanding/Memorandum of Agreement for school resource officer. **The signed agreement must be mailed with the application.**

Appendix B–Sample job descriptions for school resource officer. **The agreed upon job description must be mailed with the application.**

Appendix C–List of acceptable trainings

Appendix D–Article XIII-A - 24 PS 13-1302A

Appendix E–Basic Education Circular: Related criminal history of employees; conviction of certain offenses

Appendix F– Employment Accuracy Certification Statement stating that no school resource officer has been employed by the school entity, municipality or police department from July 1, 2011 to July 1, 2015 OR the date of employment if a SRO has been employed. **Accuracy Certification statement must be mailed with the application.**

Appendix G–Background Check Accuracy Certification Statement that the school resource officer has satisfied the background check requirements of 24 P.S. § 1- 111. **Accuracy Certification statement and supporting documents must be mailed with the application.**

Appendix H–Training Accuracy Certification Statement that the school entity, police department or municipality will utilize a school resource officer who has completed additional training recommended by PDE's Safe Schools Office relating to interaction with all children and adolescents within a school setting. **Accuracy Certification statement and supporting documentation must be kept on file, for review, upon request, by the PDE's Office of Safe Schools.**

Appendix I– Second Year Funding Accuracy Certification Statement that the municipality or police department will include funding of the school resource officer into their 2016-2017 budget. **Accuracy Certification statement and supporting documentation must be kept on file, for review, upon request, by the PDE's Office of Safe Schools.**

Appendix J–Climate Survey Participation Accuracy Certification Statement **must be mailed with the application.**

Appendix K–School security officer definitions

Appendix A – Sample School Resource Officer Memorandum of Understanding/Memorandum of Agreement

EXAMPLE 1 – School Resource Officer Memorandum of Understanding/Memorandum of Agreement

SCHOOL RESOURCE OFFICER AGREEMENT

THIS Agreement is made, this _____day of _____ 20__, by and between the SCHOOL ENTITY OF _____(hereinafter "School Entity"), and the MUNICIPALITY/CITY OF _____ POLICE DEPARTMENT (hereinafter "Police Department") as follows:

W I T N E S S E T H:

WHEREAS, the Police Department agrees to provide the School Entity a School Resource Officers Program in the School Entity; and

WHEREAS, the local School Board of Directors is a body politic and corporate pursuant with Pennsylvania Codes, with legal authority to enter into contracts;

WHEREAS, the Municipality/City has the capacity to contract and be contracted;

WHEREAS, the Municipality/City possesses authority over the [POLICE DEPARTMENT], which has been created as a department and agency of municipality/city government by ordinance;

WHEREAS, it is the intent and desire of the municipality/city and School Entity's Board of Directors to provide for the services of a school resource officer as set forth herein; and,

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements as set forth herein below, IT IS HEREBY AGREED by and between the School Entity's Board of Directors and the municipality/city as follows:

ARTICLE I

It is the intent and provision of this Agreement to provide for the services of a school resource officer with such services to be rendered at such the local School Board of Directors school sites as more fully described herein below for a term commencing on and expiring one (1) year thereafter on. It is expressly agreed and understood that the local School Board of Directors and the municipality/city/law enforcement agency shall not be bound hereby beyond the foregoing one (1) year term. Provided, however, that this Agreement shall automatically renew for subsequent one (1) year terms upon the failure of furnishing of notice within 30 calendar days of the expiration of any given one (1) year.

ARTICLE II

Rights And Duties Of The Municipality/City/Law Enforcement Agency

The Municipality/City shall provide a school resource officer and school resource officer services as follows:

(A) Training

The school resource officer shall be a sworn law enforcement officer. Prior to the assignment of a person to serve as school resource officer, the municipality/city/law enforcement agency shall certify in writing to the Superintendent of the [SCHOOL ENTITY] that such person has had specialized training to work with youth at a school site. Such training may consist of university course work for potential school resource officer candidates, law enforcement course work addressing working with youth at a school site, professional training in such areas, training and experience in connection with other recognized school/youth law enforcement programs (e.g., D.A.R.E.) or school resource officer training delivered by the National Association of School Resource Officers or an equivalent organization.

(B) Assignment of School Resource Officer

(1) The Municipality/City shall assign one (1) regularly employed police officer to serve as school resource officer who shall serve the following schools: [SCHOOL NAMES], pursuant to a schedule to be determined in conjunction with the principals of such schools, the Superintendent of the [SCHOOL ENTITY], the Mayor/Supervisor of the (MUNNICIPALITY/CITY], and the Chief of Police of the Law Enforcement Agency, which will allow for regular rendition of services at said schools. In addition, the school resource officer shall perform services on an as needed basis in the School Entity's elementary schools, and the schedule to be devised will allow for such.

(2) The school resource officer shall report directly to [position title], within the [CITY] Police Department, who, as the school resource officer's supervisor, will work with the school administration of the local School Board of Directors in providing for the rendition of school resource officer services as outlined herein.

(C) Regular Duty Hours of School Resource Officer

(1) The school resource officer shall perform a regular workweek of hours with such hours and pay to be based on [duties and pay equivalent to a regular police officer]. It is agreed and understood that pursuant to clause (D) (2) (d) below, the school resource officer will from time to time be expected to attend meetings of parents/ faculty and school functions on request of a principal.

(D) Duties of School Resource Officer

(1) Instructional responsibilities/duties of school resource officer.

The school resource officer shall work in conjunction with principals of the aforementioned schools and certified instructors to assist in the delivery of instruction in a variety of subject areas, including but not limited to, police and their role in society; laws; juvenile and adult criminal justice systems; career opportunities in law enforcement; drug education; gang resistance education and training; teens, crime and community; conflict resolution; and other classes as permitted by scheduling and as determined to be appropriate by respective principals and school staffs. It is agreed and understood that the school resource officer will perform services on a “guest lecturer” basis consistent with

regulations promulgated by the Pennsylvania Board of Education and the Educational Professional Standards Board and shall do so in conjunction with and under the direction of appropriately certified teaching personnel, or shall provide such services on a co-curricular or extracurricular basis as scheduling permits.

(2) Additional Duties and Responsibilities of the School Resource Officer
(a) The school resource officer shall coordinate his or her instructional activities with principals and staff members so as to allow for the orderly educational process within the respective schools served.

(b) The school resource officer shall develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer and the police mission.

(c) The school resource officer shall encourage individual and small group discussions with students based upon material presented in class to further establish rapport with students.

(d) When requested by the principal, the school resource officer shall attend parent/faculty meetings to solicit support and understanding of the program.

(e) The school resource officer shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or of a crime prevention nature.

(f) The school resource officer shall become familiar with all community agencies, which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The school resource officer shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty, and staff of the school. The school resource officer shall notify the principal in writing of the referrals.

(g) The school resource officer shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.

(h) Should it become necessary to conduct formal police interviews with students, the school resource officer shall adhere to local School Board of Directors Policy, [MUNICIPALITY/CITY] Police Department Policy, Pennsylvania statutes, and other legal requirements with regard to such an interview.

(i) The school resource officer may, by way of the exercise of his/her discretion as a sworn police officer, take law enforcement action as required. As soon as practical, the school resource officer shall, in writing, make the principal of the school aware of such action. At the principal's request, the school resource officer shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the school resource officer may do so under the authority of law. Whenever practical, the school resource officer shall advise the principal before requesting additional police assistance on campus.

(j) The school resource officer shall give assistance to the law enforcement officers in matters regarding his/her school assignment, whenever necessary.

(k) The school resource officer shall, whenever possible, participate in and/or attend school functions.

(1) The school resource officer may be assigned investigations relating to runaways, thefts, or any crime, relating to the students attending schools that the school resource officer serves.

(m) The school resource officer shall maintain detailed and accurate records of the operation of the School resource officer Program, and shall submit reports of an instructional nature as required by the principal or school staff.

(n) The school resource officer shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/or board disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the school resource officer from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the school resource officer will be provided with copies of the local School Board of Directors disciplinary policies and codes and the discipline codes of each school. The school resource officer shall become familiar with district/school disciplinary codes and standards, and will meet at least annually with the superintendent and each principal for the purpose of reviewing applicable disciplinary standards.

(o) The principal, school administration, or staff may advise the school resource officer of incidents or activities possibly giving rise to criminal or juvenile violations and the school resource officer shall then determine whether law enforcement action is appropriate with respect to those activities occurring on school property or at school sponsored functions, which a principal is directed to report to the "appropriate law enforcement agency (assault resulting in serious physical injury, a sexual offense, kidnapping, assault involving the use of a weapon, possession of a firearm in violation of the law, possession of a controlled substance in violation of the law, or damage to the property),” and those activities which an administrator, teacher, or other school employee is directed to report to the “local police department, or Pennsylvania State Police, (such activities consisting of conduct occurring on school premises or school sponsored events which is believed to constitute a misdemeanor or violation or offense relating to deadly weapons, use, possession, or sale of controlled substances, or a felony offense),” it is agreed and understood that the school resource officer, as an employee of the [MUNICIPAL/CITY] Police Department, is authorized to receive and appropriately act on any of such foregoing reports and the aforementioned school personnel may satisfy such reporting requirements by advising the school resource officer of activities believed to fall within the foregoing statutory directives.

(p) The school resource officer is not to be used for regularly assigned lunchroom duties, as hall monitors, or other monitoring duties. If there is a problem in such areas, the school resource officer may assist the school until the problem is resolved.

ARTICLE III

Rights and Duties of the local School Board of Directors

The local School Board of Directors shall provide the full-time school resource officer the following materials and facilities deemed necessary to the performance of the school resource officer's duties with [name of school] to be considered the school resource officer's base school and the office facilities as outlined below to be provided at such school:

(A) Access to an air-conditioned and properly lighted private office which shall contain a telephone which may be used for general business purposes.
(B) A location for files and records which can be properly locked and secured.
(C) A desk with drawers, a chair, worktable, filing cabinet, and office supplies.
(D) Access to a typewriter and/or computer.

ARTICLE IV

Finances for the School Resource Officer program

For the 20__-20__ school year, the financing of the school resource officer will be as follows:

School Board: $ _____.

Municipality/City - Balance of expenses to include school resource officer's salary, benefits, vehicle, and equipment.

Funding responsibilities for subsequent years will be negotiated between the local School Board of Directors and the Municipality/City subject to the right of either to provide notice of termination of this Agreement as set forth in Article I above.

ARTICLE V

Employment status of the School Resource Officer

The school resource officer shall remain an employee of the [MUNICIPALITY/CITY] Police Department, and shall not be an employee of the local School Board of Directors. The local School Board of Directors and the city acknowledge that the school resource officer shall remain responsive to the chain of command of the [MUNCIPIALITY/CITY] Police Department.

ARTICLE VI

Appointment of School Resource Officer

(A) The appropriate city appointing authority shall assign an officer who is qualified to be a school resource officer. An interview committee composed of the superintendent, principals of the schools described in Article II (B) above, chief of police, an elementary school principal appointed by the superintendent and a member from the local Board of Education will interview any candidate or candidates.

(B) School resource officer applicants must meet the following requirements:

(1) The applicant must be a volunteer for the position of school resource officer.
(2) The applicant must be a full-time, certified, and sworn police officer with a minimum of three years law enforcement experience.
(3) Applicants must have training as outlined in Article II (A), above.

(C) Among additional criteria for consideration by the school resource officer interview committee are job knowledge, experience, training, education, appearance, attitude, communications skill, and bearing.

(D) The names of any applicants receiving a favorable recommendation from the school resource officer interview committee (which recommendation shall follow only upon a majority vote of the interview committee), shall be forwarded to the appropriate city appointing authority, who shall appoint officers from the list of those recommended.

ARTICLE VII

Dismissal of School Resource Officer: Replacement

(A) In the event a principal of a school to which the school resource officer is assigned feels that the school resource officer is not effectively performing his or her duties and responsibilities, the principal shall recommend to the superintendent or designee that the school resource officer assignment be reviewed in the program at the school and shall state the reasons therefore in writing. Within five working days of receiving the recommendation from the principal, the superintendent or his/her designee shall advise the supervisor/mayor or his/her designee of the principal's request. In the event the superintendent feels the school resource officer is not performing his or her duties effectively, the superintendent shall so advise the mayor. If the supervisor/mayor so desires, the superintendent and chief of police, or their designees, shall meet with the school resource officer to mediate or attempt to resolve any problems which may exist. At such meeting, specified members of the staff of the school to which the school resource officer is assigned may be required to be present. If, within the five working days referenced above, the problem cannot be resolved or mediated or in the event mediation is not sought by the chief of police, then the school resource officer shall be removed from the program at the school and a replacement shall be obtained following the process set out in Article VI.

(B) The supervisor/mayor or chief of police may dismiss or reassign a school resource officer based upon police department rules, regulations, and/or general orders and when it is in the best interest of the people of [MUNICIPALITY/CITY].

(C) In the event of the resignation, dismissal, or reassignment of a school resource officer, the supervisor/mayor shall provide a temporary replacement for the school resource officer within thirty 30 calendar days of receiving written notice of such absence, dismissal, resignation, or reassignment. As soon as practicable, the interview committee following the process set out in Article VI shall recommend a permanent replacement for the school resource officer position. Provided however, that any temporary replacement shall have the required training and qualifications as outlined in Article II(A) and Article VI(B), above.

ARTICLE VIII

Termination of Agreement
In addition to termination in writing 30 days prior to expiration of the annual term hereof as provided in Article I, above, this agreement may be terminated by either party upon 90 days written notice that any party has failed to substantially perform in accordance with the terms and conditions of this agreement. This agreement may also be terminated without cause by either party upon 180 days written notice. Termination of this agreement may only be accomplished as provided herein.

ARTICLE IX

Notices
Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Superintendent
[SCHOOL ENTITY] [ADDRESS]
[CITY, STATE, ZIP] .
Mayor, [CITY] [ADDRESS]
[CITY, STATE, ZIP]

ARTICLE X

Good Faith
The local School Board of Directors, the supervisor/mayor, their agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the superintendent and the supervisor/mayor, or their designees.

ARTICLE XI

Modification
This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

ARTICLE XII

Non-Assignment
This agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the local School Board of Directors and supervisor/mayor is obtained.

ARTICLE XIII

Merger

This agreement constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms.

ARTICLE XIV

Insurance/Hold Harmless Clause

It is understood and agreed that during the term of this agreement and any renewal hereof, the municipality/city shall purchase and maintain errors and omissions and general liability insurance at a minimum of $_____ per policy naming the [SCHOOL ENTITY], and its officers and employees, as additional insured and providing insurance coverage for all acts, omissions, and services performed by the school resource officer as described in this agreement including insurance coverage for claims, suits, damages, fees or expenses (including cost of defense) arising out of any such acts, omissions and services. Further, the municipality/city shall provide written proof of said coverage prior to execution of this Agreement and any time thereafter on request of the local School Board of Directors. The insurance provided by the municipality/city shall be deemed primary coverage relating to the acts of the school resource officer and not excess. Irrespective of said agreement and covenant, the city shall indemnify and hold the local School Board of Directors and any and all of its members, agents, officers, and employees in their respective individual and official capacities harmless from any and all acts, omissions, claims, damages, fees, expenses, and legal actions of any form or description arising from the performance of duties by the school resource officer under this contract.

ARTICLE XV

Severability

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this agreement to be signed by their duly authorized officers.

[MUNICIPALITY/CITY]	[SCHOOL ENTITY]
_____	_____
Supervisor/Mayor	President, Board of Director

ATTEST:
COMMONWEALTH OF PENNSYLVANIA COUNTY OF _____
Subscribed and sworn to before me by _____
Supervisor/Mayor, [MUNCIPALITY/CITY] and _____the School Board of Director President, this day of_____,20__.

All supporting targeted grant documents when completed should be mailed to: Office for Safe Schools, Pennsylvania Department of Education, 333 Market Street, 14th Floor, Harrisburg, PA 17126.

EXAMPLE 2 – School Resource Officer Memorandum of Understanding/Memorandum of Agreement

SCHOOL RESOURCE OFFICER INTERAGENCY AGREEMENT

This Agreement is made, this _____ day of _____, by and between the SCHOOL DISTRICT OF _____ (hereinafter "School District"), and the CITY OF _____ POLICE DEPARTMENT (hereinafter "Police Department) as follows:

W I T N E S S E T H:

WHEREAS, the Police Department agrees to provide the School District a School Resources Officer Program in the School District; and

WHEREAS, the School District and the Police Department desire to set forth in this school resource officer agreement the specific terms and conditions of the services to be performed and provided by the school resource officers in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Cost of the School Resource Officer Program.**

A. The cost of the school resource officer Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. **Employment of School Resource Officers.**

A. School resource officer shall be employees of the Police Department and shall be subject to the administration, supervision and control of the Police Department.

B. School resource officer shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this agreement.

C. Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline school resource officers.

D. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the school resource officer positions to the chief of police who shall assign such officers. If a principal is dissatisfied with a school resource officer who has been assigned to that principal's school, then that principal may request that the chief of police assign a different officer as the school resource officer for that school.

E. One school resource officer shall be assigned to each regular high school of the School District.

3. **Duty Hours.**

A. School resource officer duty hours shall be determined by the provisions of the labor agreement between the Police Department and the School District. Whenever possible, it is the intent of the parties that the school resource officer's duty hours shall conform to the school day.

B. It is understood and agreed that time spent by school resource officers attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as a school resource officer shall be considered as hours worked under this agreement.

C. In the event of an emergency, if one or more school resource officers are ordered by the Police Department to leave their school during normal duty hours as described above and to perform other services for the Police Department, then the time spent shall not be considered hours worked under this agreement. In such an event, the compensation paid by the School District to the Police Department shall be reduced by the number of hours of school resource officer service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.

D. In the event a school resource officer is absent from work, the school resource officer shall notify his or her supervisor in the Police Department and the principal of the school to which the school resource officer is assigned. The Police Department will assign another school resource officer qualified officer, if available, to substitute for the school resource officer who is absent beginning with the sixth consecutive day of absence.

4. **Term of Agreement.**

The initial term of this agreement is three years commencing on the ___ day of _____, 20__, and ending on the ____ day of _____, 20__, however, should either party encounter budgetary constraints that make the continuation of this agreement impractical, then either party may cancel this agreement upon 60 day notice to the other. Following the initial five year term, this agreement shall be automatically renewed for successive one year periods unless either party requests termination or modification of this agreement. This request will be made in writing.

5. **Duties of School Resource Officers.**

The school resource officer's duties will include, but not be limited to, the following:

A. To be an extension of the principal's office for assignments consistent with this agreement.

B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus.

C. To act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property.

D. To provide a classroom resource for law education using approved materials.

E. To be a resource for students which will enable them to be associated with law enforcement figure in the students' environment.

F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.

G. To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.

H. To document activities of all school resource officers on and off campus and as a compiler of a monthly report to be provided to the Police Department and to the principal of the assigned school.

I. Will not be involved in ordinary school discipline, unless it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the school resource officer agree that the school resource officer's assistance is needed to maintain a safe and proper school environment would the principal request school resource officer involvement.

J. If the principal believes that in a given situation or incident there is a law violation, the principal may request school resource officer involvement.

K. It will be the responsibility of the school resource officer to report all crimes originating on campus. Information on cases that are worked off-campus by the Police Department or other agencies involving students on a campus served by a school resource officer will be provided to the school resource officer, but the school resource officer will not normally be actively involved in off-campus investigation(s).

L. Will coordinate his/her actions with the administrator for law enforcement cases.

M. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the campus school resource officer.

N. Will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youths and their families. Referrals will be made when necessary.

O. Will, with the principal, develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.

P. Will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.

Q. Is first and foremost a law enforcement officer. This fact must be constantly reinforced.

R. May be asked to provide community wide crime prevention presentations that include, but are not limited to:

Drugs and the law – Adult and juvenile;
Alcohol and the law – Adult and juvenile;
Sexual assault prevention;
Safety programs – Adult and juvenile; and
Assistance in other crime prevention programs as assigned.

S. Will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.

T. Will wear their department authorized duty weapons in accordance with department policy.

6. **Chain of Command.**

A. As employees of the Police Department, school resource officers will be subject to the chain of command of the Police Department.

B. In the performance of their duties, school resource officers shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.

7. **Transporting Students**

A. School resource officers shall not transport students in Police Department vehicles except:

(1) When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and

(2) When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued

presence on campus is a threat to the safety and welfare of other students and school personnel.

B. Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. school resource officers shall not transport students in their personal vehicles.

C. School resource officers shall notify school personnel upon removing a student from campus.

8. **Access to Education Records.**

A. School officials shall allow school resource officers to inspect and copy any public records maintained by the school to the extent allowed by law.

B. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the school resource officer that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

C. If confidential student records information is needed by a school resource officer, but no emergency situation exists, the information may be released only as allowed by law.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first written above.

By: _____

_____
School Entity

By: _____

_____
Law Enforcement Agency

NOTE: THE SIGNED MEMORANDUM OF UNDERSTANDING/AGREEMENT BETWEEN THE SCHOOL ENTITY AND THE MUNICIPALITY/POLICE DEPARTMENT MUST BE MAILED WITH THE APPLICATION TO:

Office for Safe Schools
Pennsylvania Department of Education
333 Market Street, 5th Floor
Harrisburg, PA 17126

Appendix B – Sample Job Descriptions

EXAMPLE 1- JOB DESCRIPTION

SCHOOL RESOURCE OFFICER– JOB DESCRIPTION

Purpose Statement

The job of school resource officer was established for the purpose/s of providing for the safety and welfare of students while on school grounds; coordinating sporting events with administrators; observing personnel and/or visitors; enforcing truancy and disciplinary policies; investigating possible illegal student, staff, and parent actions; communicating information, observations, and/or incidents that have potential impact on the general well-being of students, personnel and/or visitors; supporting administrative and/or campus activities; and be a resource for and instructor in crime prevention and drug awareness/prevention.

This job is distinguished from similar jobs by the following characteristics: The school resource officer shall be a sworn peace officer as defined and limited as defined in the Pennsylvania Code. The school resource officer must have good communication skills and organizational skills. This job reports to director of security services.

Essential Functions

A. Administers first aid for the purpose of providing immediate medical emergency care.

B. Arrests individuals suspected of engaging in illegal activities for the purpose of apprehending suspects and preventing further illegal activities.

C. Assists community law enforcement personnel for the purpose of supporting them in the completion of their work activities within the school environment.

D. Assists in the programs of drug awareness and drug prevention (e.g. drug surveillance, drug detections, drug education programs, for students and parents, drug testing policies for students, and suggesting changes in drug policies) for the purpose of helping students, parents, employees, and the community in the difficult task of fighting drug abuse in our community.

E. Assists with emergency operations of school facilities designated as shelters for the purpose of providing safe healthy shelters during natural and man-made disasters.

F. Available to parents, students, faculty members, for conferences for the purpose of assisting them with problems of a law enforcement or crime prevention nature.

G. Collaborates with other agencies (e.g. law enforcement, community professionals, etc.) for the purpose of communicating and/or receiving information regarding situations that may affect safety within the school environment.

H. Communicates school policies and enforcement to students, personnel, and visitors for the purpose of ensuring their understanding and the potential consequences of violation.

I. Directs campus security functions for the purpose of providing training and/or evaluation work activities of security personnel.

J. Investigates potential campus crimes and/or student related community incidents for the purpose of resolving conflicts and/or referring to an outside agency for resolution.

K. Patrols school facilities (e.g. grounds, roads, building, adjacent areas, etc.) for the purpose of providing administrative visibility, maintaining security, and deterring crime.

L. Performs other related duties, as assigned from the director of security services for the purpose of ensuring the efficient and effective functioning of the work unit.

M. Prepares documentation (e.g. incident and activity reports, security logs, etc.) for the purpose of providing written support and/or conveying information.

N. Provide primary responder coverage for each school or work site after hours for the purpose of answering the alarm call at each site and alleviating the principals or site supervisors from coming to the site, unless there is an actual discovered need.

O. Responds to emergency situations for the purpose of addressing immediate safety concerns.

P. Testifies in court proceedings for the purpose of providing information and documenting of illegal activity.

Job Requirements: Minimum Qualifications

Skills, Knowledge and Abilities

Skills are required to perform multiple tasks with a need to periodically upgrade skills in order to meet changing job conditions.

Specific skill-based competencies required to satisfactorily perform the functions of the job include: adhering to safety practices administering first aid; and operating equipment used in pertinent software applications when preparing and maintaining accurate records drug interdiction restraining protocol.

Knowledge is required to: perform basic math; understand written procedures; write routine documents; speak clearly; and solve practical problems. Specific knowledge-based competencies required to satisfactorily perform the functions of the job include:

A. Accounting/bookkeeping principles;
B. Business telephone etiquette;
C. Safety practices and procedures; and
D. Pennsylvania laws pertaining to police powers.

Ability is required to: schedule activities and/or meetings; gather and/or collate data; and use basic, job-related equipment.

Flexibility is required to: work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and utilize equipment under a variety of conditions for multiple purposes. Ability is also required to work with a significant diversity of individuals and/or groups, work with data of widely varied types and/or purposes, and utilize a variety of job-related equipment.

Problem solving is required to identify issues and create action plans. Problem solving with data requires independent interpretation of guidelines and problem solving with equipment is limited to moderate. Specific ability-based competencies required to satisfactorily perform the functions of the job include: communicating with diverse groups maintaining confidentiality setting priorities working as part of a team working with frequent interruptions gaining student and parent contacts.

Responsibility
Responsibilities include: working under limited supervision following standardized practices and/or methods; directing other persons within a small work unit; and operating within a defined budget. Utilization of resources from other work units may be required to perform the job's functions. There is a continual opportunity to impact the organization's services.

Working Environment
The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling; some climbing and balancing; significant stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 25 percent sitting, 15 percent walking, and 60 percent standing. The job is performed under some temperature extremes and in a generally hazard free environment.

Experience
Job related experience with increasing levels of responsibility is required.

Education
Targeted job related education that meets organization's prerequisite requirements.

Equivalency
None Specified

Certificates Required Testing and Licenses
Graduate from Municipal Police Officer Education and Training Commission's Police Academy
Weapons Qualification
Stun Gun Qualification
CPR/First Aid Certificate

Continuing Education / Training
Municipal Police Officers Education and Training Commission's continuing education
College-level courses

Clearances
Current clearances as required by the laws of Pennsylvania (24 P.S. § 1-111)

EXAMPLE 2 - JOB DESCRIPTION

SCHOOL RESOURCE OFFICER

TITLE: School resource officer

DEPARTMENT: XXXX Police/Sheriff's Office

REPORTS TO: Chief of Police/Captain

GENERAL SUMMARY

A. This is primarily a professional position with technical duties and responsibilities. The position requires diversified duties and responsibilities demanding the use of numerous and various types of procedures.

B. This position is a sworn law-enforcement position. The central mission is to keep order on campus with the legal authority to arrest, if necessary.

C. Able to differentiate what constitutes a crime and what incidents are school conduct violations.

D. Requires judgment in the analysis of facts and their application(s) to regulation(s) to determine a proper course of action.

E. This position requires interpersonal contact both within and outside the organization, which requires considerable tact and persuasion to obtain consent or approval.

F. Works toward previously defined objectives with general supervision and within operating procedures.

G. Plans and executes own work, referring new and unusual cases to a supervisor and requires the ability to work independently.

H. The position has frequent exposure to risk situations; the impact of the incumbent's decision(s) minimally affect the operation of the organization.

I. The worker may be exposed to danger with potential for bodily injury or even death to acts of aggression on the part of others or to exposure to disasters such as fires, explosions, etc. Work involves moderate physical strain and requires some strength and endurance.

DUTIES AND RESPONSIBILITIES

A. Provide law enforcement for entity and municipality
B. Be a representative of the law enforcement agency
C. Perform all duties and responsibilities of a field officer
D. Protect lives and property for the citizens and public school students

E. Enforce federal, state, and local criminal laws and ordinances
F. Assist school officials with administrative regulations regarding student conduct
G. Investigate criminal activity committed on or adjacent to school property
H. Be a law-related educator
I. Be a community liaison and role model
J. Counsel public school students in special situations
K. Answer questions students might have about Pennsylvania criminal and juvenile law
L. Assist other law enforcement officer's investigations concerning students
M. Provide security for special school events or functions
N. Provide traffic control during the arrival and departure of students as needed
O. Prevent juvenile delinquency through close contact with students/school personnel
P. Establish liaison with school principals, faculty, and staff
Q. Establish liaison with school security personnel and school resource officer(s) assigned to campuses
R. Inform students of their rights and responsibilities as lawful citizens
S. Be a resource to the principal in investigating criminal law violations at school
T. Assist administration and faculty in formulating criminal justice programs
U. Formulate crime prevention programs
V. Coordinate all law enforcement response/service at their school
W. Prevent duplication of effort and provide coordination of law related services
X. Ensure the investigation and enforcement of criminal law violations
Y. Provide necessary follow-up investigation as required
Z. Remain abreast of investigations involving students at their school
AA. Be aware of demographics and distinctive characteristics of the student body
BB. Provide visible deterrence to crime
CC. Present a positive impression of a uniformed law enforcement officer at the school

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

A. Knowledge of applicable federal, state, and local codes used in pursuing and convicting perpetrators in the appropriate court
B. Knowledge of administrative and operational policies and procedures
C. Knowledge and skill of laws of arrest, probable cause and search and seizure issue used in the enforcement of laws and in the school setting
D. Knowledge of law enforcement operations, duties, and responsibilities
E. Knowledge of roads and addresses within the school entity area

NOTE: THE JOB DESCRIPTION MUST BE MAILED WITH THE APPLICATION TO:
Office for Safe Schools
Pennsylvania Department of Education
333 Market Street, 5th Floor
Harrisburg, PA 17126

Appendix C – Acceptable Training

National Association of School resource officer's training courses (www.naschool resource officer.org).

Municipal Police Officers Education and Training Commission's training courses (www.mpoetc.state.pa.us).

National Association of School Safety and Law Enforcement Officials' training courses (www.nassleo.org).

National School Safety Center's training courses (www.schoolsafety.us).

U.S. Department of Homeland Security training courses (www.dhs.gov/school-safety).

National School Safety and Security Services training courses (www.schoolsecurity.org).

Federal Emergency Management Agency's training courses (www.training.fema.gov/EMIWeb/IS/ICSResource/index.htm).

Community College, College or University's child/adolescent psychology courses.

Community College, College or University's early childhood courses.

Community College, College or University's criminal justice courses.

Community College, College or University's teacher-related education courses.

Technical Schools' criminal justice courses.

Appendix D – ARTICLE XIII-A. Section 1302A

Section 1302-A. Office for Safe Schools.--(a) There is hereby established in the Department of Education an Office for Safe Schools.

(b) The office shall have the power and duty to implement the following:

(1) To coordinate antiviolence efforts between school, professional, parental, governmental, law enforcement and community organizations and associations.

(2) To collect, develop and disseminate information, policies, strategies and other information to assist in the development of programs to impact school violence.

(2.1) To direct all school entities to submit annual school violence statistics and reports to the office no later than July 31 of each year.

(3) To provide direct training to school employees, parents, law enforcement officials and communities on effective measures to prevent and combat school violence.

(4) To advise school entities and nonpublic schools on the development of policies to be used regarding possession of weapons by any person, acts of violence and protocols for coordination with and reporting to law enforcement officials and the Department of Education.

(4.1) To verify the existence of corrective action plans to reduce incidents of violence as required in the No Child Left Behind Act of 2001 (Public Law 107-110, 115 Stat. 1425).

(5) To develop forms to be used by school entities and police departments for reporting incidents involving acts of violence and possession of weapons on school property. The forms shall be reviewed on a biennial basis and revised when necessary.

(6) To verify that each school entity has a biennially updated and re-executed memorandum of understanding with local law enforcement and has filed such memorandum with the office on a biennial basis.

(7) To publish and post on the Department of Education's Internet website a School Safety Annual Report no later than November 1 of each calendar year outlining all incidents required to be reported under section 1303-A and any school district that failed to submit a report under section 1303-A.

(8) To establish criteria, in consultation with the Pennsylvania State Police, for certifying approved vendors to provide school police officers to nonpublic schools for the purposes of awarding grants under subsection (c.1)(3).

(9) To publish and post on the Department of Education's publicly accessible Internet website a listing of all approved vendors under paragraph (8).

(b.1) The office shall process and tabulate the data on an annual basis to assist school administrators and law enforcement officials in their duties under this article.

(c) In addition to the powers and duties set forth under subsection (b), the office is authorized to make targeted grants to school entities to fund programs which address school violence, including:

(1) Conflict resolution or dispute management, including restorative justice strategies.

(1.1) School-wide positive behavior support that includes primary or universal, secondary and tertiary supports and interventions in school entities.

(1.2) School-based diversion programs.

(2) Peer helpers programs.
(3) Risk assessment, safety-related, violence prevention curricula, including, but not limited to, dating violence curricula and restorative justice strategies.
(4) Classroom management.
(5) Student codes of conduct.
(6) Training to undertake a districtwide assessment of risk factors that increase the likelihood of problem behaviors among students.
(7) Development and implementation of research-based violence prevention programs that address risk factors to reduce incidents of problem behaviors among students including, but not limited to, bullying.
(8) Comprehensive, districtwide school safety, violence prevention, emergency preparedness and all-hazards plans, including revisions or updates to such plans and conducting emergency preparedness drills and related activities with local emergency responders. ((8) amended July 18, 2013, P.L. , No.70)
(9) Security planning, purchase of security-related technology which may include metal detectors, protective lighting, surveillance equipment, special emergency communications equipment, electronic locksets, deadbolts and theft control devices and training in the use of security-related technology. Security planning and purchase of security-related technology shall be based on safety needs identified by the school entity's board of directors.
(10) Institution of student, staff and visitor identification systems, including criminal background check software.
(11) ((11) deleted by amendment July 18, 2013, P.L. , No.70)
(12) Provision of specialized staff and student training programs, including training for Student Assistance Program team members in elementary, middle and high schools in the referral of students at risk of violent behavior to appropriate community-based services, including mental health services.
(13) Alternative education programs provided for in Article XIX-C.
(14) Counseling services for students enrolled in alternative education programs.
(15) An Internet web-based system for the management of student discipline, including misconduct and criminal offenses.
(16) Staff training programs in the use of positive behavior supports, de-escalation techniques and appropriate responses to student behavior that may require immediate intervention.

(c.1) (1) In addition to the powers and duties set forth under subsections (b) and (c), the office is authorized to make targeted grants to school entities [and to], municipalities, local law enforcement agencies and approved vendors to fund programs which address school violence by establishing or enhancing school security, including costs associated with the training and compensation of school resource officers and school police officers. Municipalities or local law enforcement agencies that receive grants under this subsection shall, with the prior consent of the governing board of the school entity or nonpublic school, assign school resource officers to carry out their official duties on the premises of the school entity or nonpublic school.

(2) Municipalities or local law enforcement agencies may not receive grant funds under this subsection for any purpose other than for costs associated with school resource officers and are not eligible for other grants provided to school entities under this section. In assigning school resource officers pursuant to this subsection, municipalities shall take into consideration the proportion of students enrolled in each school entity or nonpublic school.

(3) Nonpublic schools are authorized to apply to the office for grant funding under paragraph (1) to be used for the costs associated with obtaining the services of a school police officer from a list of approved vendors certified by the office. Grant awards for this purpose shall be awarded and paid directly to the approved vendor with which the nonpublic school contracts for services. NONPUBLIC SCHOOLS MAY NOT APPLY FOR GRANT FUNDING UNDER THIS SECTION FOR ANY PURPOSE OTHER THAN OBTAINING THE SERVICES OF A SCHOOL POLICE OFFICER UNDER THIS PARAGRAPH.

(d) The office shall have the following duties as to targeted grants:

(1) Targeted grants shall be allocated through a competitive grant review process established by the office. School entities must satisfy the requirements of this section and section 1303-A to be eligible for grants. The application for a targeted grant shall include:

(i) the purpose for which the targeted grant shall be utilized;
(ii) information indicating need for the targeted grant, including, but not limited to, school violence statistics;
(iii) an estimated budget;
(iv) methods for measuring outcomes; and
(v) any other criteria as the office may require.

(2) The office shall:

(i) Give priority in grant funding under subsection (c) to a school entity designated as a persistently dangerous school as defined in 22 Pa. Code § 403.2 (relating to definitions).
(ii) Give priority in grant funding under subsection (c) to school entities with the greatest need to establish safety and order.
(iii) To the greatest extent possible, ensure that grant funding is geographically dispersed to school entities and municipalities throughout this Commonwealth.
(iv) For school entities [and], municipalities, local law enforcement agencies and nonpublic schools that apply for funding for the training and compensation of school resource officers and school police officers under subsection (c.1), give priority to school entities [and], municipalities, local law enforcement agencies and nonpublic schools that utilize school resource officers or school police officers who have completed additional training recommended by the Department of Education relating to interaction with all children and adolescents within a school setting.
(v) For school entities or nonpublic schools that apply for funding for school police officers under subsection (c.1), give priority to school entities and nonpublic schools that utilize school police officers who satisfy all of the following:
    (A) Are retired Federal agents or retired State, municipal or military police officers.
    (B) Are independent contractors of the school entity or nonpublic school.
    (C) Are compensated on an hourly basis and receive no other compensation or fringe benefits from the school entity or nonpublic school.
    (D) Have completed such annual training as shall be required by the Municipal Police Officers' Education and Training Commission pursuant to 53 Pa.C.S. Ch. 21 Subch. D (relating to municipal police education and training).
    (E) Are in satisfaction of the requirements of section 111.
    (F) [Have] In the case of a school entity, have been indemnified by the school entity pursuant to 42 Pa.C.S. § 8548 (relating to indemnity).

(G) Are utilized by a school entity or nonpublic school that has not employed a school police officer within the three years immediately preceding the effective date of this clause. Nothing in this clause shall be construed to impact on grant decisions for school entities, municipalities or local law enforcement agencies that apply for funding for hiring of school resource officers pursuant to subsection (c.1).

(3) The office shall provide all targeted grant agreements to the Department of Education's comptroller for review and approval prior to awarding the grant. The school entity, municipality, local law enforcement agency or approved vendor shall provide the office with full and complete access to all records relating to the performance of the grant, and shall submit, at such time and in such form as may be prescribed, truthful and accurate information that the office may require. The office shall conduct a thorough annual evaluation of each program for which a grant under this section is made. The office shall seek repayment of funds if it determines that funds were not utilized for the original stated purpose.

(e) The sum appropriated annually to the Department of Education for the purpose of making targeted grants under this section shall be allocated as follows:

(1) Forty percent of the sum shall be allocated for grants under subsection (c).
(2) Sixty percent of the sum shall be allocated for grants under subsection (c.1).

(f) As used in this section, "school entity" shall have the same meaning given to it under section 222(c).

Appendix E – Basic Education Circular

Background Checks of Prospective Employees; Conviction of Employees of Certain Offenses

Act 24 of 2011 Changes to 24 P.S. §1-111

PURPOSE
Act 24 of 2011 (Act 24), signed into law on June 30, 2011, significantly amended Section 111 of the Pennsylvania Public School Code, which requires background checks for employees of public and private schools, intermediate units and area vocational-technical schools (AVTS), including independent contractors and their employees. The purpose of this circular is to provide school administrators with guidance concerning the duties imposed on them as the result of these important amendments.

BACKGROUND
Added to the School Code by Act 34 of 1985, Section 111 for the first time required background checks for prospective employees of public and private schools, intermediate units and AVTS, including independent contractors and their employees, except those employees and independent contractors and their employees who have no direct contact with children.

For ease of reference, unless otherwise specified, this circular refers to all persons who are subject to the provisions of Section 111 as "school employees," regardless of the person's actual employment position.

Under the 1985 law, prospective school employees who were residents of Pennsylvania were required to obtain state police background checks and non-resident prospective school employees were required to obtain federal background checks. The 1985 law expressly exempted any school employee who was employed as of the law's effective date (January 1, 1986) from obtaining state or federal background checks as a condition of continued employment. The law also provided that once a school employee had obtained a background check, the school employee would not be required to obtain a new background check to transfer to another school in the same school district or established and supervised by the same organization. Under the Charter School Law, passed in 1997, 24 P.S. § 17-1724-A, all individuals (which the law states expressly includes volunteers) having direct contact with children must have Section 111 background checks.

Section 111 was substantially amended by Act 114 of 2006 to require state and federal background checks for all prospective school employees. Act 114 also clarified that the definition of employee includes, without limitation, teachers, substitutes, janitors, cafeteria workers, independent contractors and their employees, and bus drivers, unless such persons have no direct contact with children. These amendments also specified that student teacher candidates must have Section 111 background checks before participation in any classroom teaching, internship, clinical or field experience.

The primary responsibility for ensuring that the requirements of Section 111 are met for each school entity falls upon school administrators and those other persons responsible for employment decisions in the school entity. Section 111 requires that the school administrator or other person

responsible for employment decisions in a school entity review the background check reports and determine whether prospective employees, contractors or their employees are barred from positions in which they will have contact with children before hiring the applicant or before contracting. The reports must be kept on file by the school administrator, together with a notation as to who reviewed the report.

Under the previous version of Section 111, in effect before September 28, 2011, no person was to be employed at a public or private school, intermediate unit or AVTS if the criminal background check indicated that he or she had been convicted of a Section 111(e) offense in the five years preceding the criminal history report. Section 111 also specifies that student teacher candidates are not permitted to participate in classroom teaching, internship, clinical or field experience if Section 111 would prohibit their employment as a teacher. Under these provisions, administrators of educator preparation programs are required to review background checks for student teacher candidates to determine whether the student teacher candidates are suitable for field experience.

Section 111 authorizes the Department to determine violators of the section and, following a hearing, assess a civil penalty on a school administrator of up to $2,500 for any willful violation of Section 111. The Department has previously issued a Basic Education Circular describing the procedures that will be followed by the Department when investigating alleged violations of Section 111. *See Basic Education Circular 24 P.S. § 1-111 Violations of Background Checks.*

The Department's guidance concerning enforcement matters will be separately updated at a later date to reflect the additional requirements of Act 24.

Despite the important safety features of Section 111, before the passage of Act 24, Section 111 contained a number of limitations that restricted the criminal history information that was available to school administrators. Most importantly, because the provisions of Section 111 have previously applied only to prospective school employees and exempted current school employees from coverage, any school employee who has been continuously employed in the same school district since 1986 has not been required to have any background check. Any school employee hired between 1986 and 2007 continuously employed in the same school district has had to have only a state background check, unless he or she was a non-resident.

These exemptions may have been perceived as potentially disparate treatment of current and prospective employees. In addition, since Section 111 requires background checks only at the time of application, and permits background checks to be up to a year old at the time of application, school administrators may not have been sure if a prospective school employee had been arrested or convicted since the date of the background check.

ACT 24 REQUIREMENTS

Intent

The Act 24 amendments to Section 111 are designed to enhance the safety of students. These changes include additions to the list of the most severe offenses contained in subsection (e), for which there is now a lifetime ban on employment; broadened protections to ensure that those convicted of similar offenses under former laws and outside of Pennsylvania are also included; a tiered system for offenses in addition to the lifetime bans included in Section 111(e); and the creation

of reporting requirements for current and prospective employees arrested or convicted of Section 111(e) offenses. Importantly, the amendments provide school administrators with the information they need to know as to whether or not employees have been arrested for or convicted of Section 111(e) offenses. Another consequence of Act 24 is to equalize the treatment of current and prospective employees with respect to disclosure of arrests for or convictions of Section 111(e) offenses.

Brief Summary of Key Provisions

The Section 111 amendments made by Act 24 were effective on September 28, 2011.
Act 24 adds several additional offenses under the Pennsylvania Crimes Code that specifically qualify as Section 111(e) offenses, including such offenses as institutional sexual assault, luring a child into a motor vehicle or structure, and solicitation of minors to traffic drugs.

The amendments also clarify that, in addition to the specifically listed offenses, similar offenses under the laws or former laws of the United States, one of its territories or possessions, another state or the District of Columbia, Puerto Rico, foreign nations or under a former law of Pennsylvania, will also constitute Section 111(e) offenses.

The amendments also increase the period of disqualification for Section 111(e) offenses. The previous version of the law prohibited a school employee from being employed where the school employee's background check showed that the school employee had been convicted of a Section 111(e) offense within five (5) years of the date of the background check. Under Act 24, a person convicted of a Section 111(e) offense is permanently excluded from school employment if he or she has been convicted of a Section 111(e) offense at any time.

The Act 24 amendments include an important mechanism to help ensure that *current* school employees, who may not have been subject to previous background checks, are now required to provide assurances that they have not been previously arrested or convicted of Section 111(e) offense. Accordingly, under Act 24, the Department was required to develop a form to enable current and prospective school employees to report arrests and convictions of Section 111(e) offenses to their school administrator.

The amendments also require that if a school administrator has a *reasonable belief* that an employee was arrested or convicted of a Section 111(e) offense and the employee has not notified the school administrator of such arrest or conviction, the school administrator must require the school employee to submit to new Section 111 background checks at the expense of the employing entity.

Act 24 also deletes an exemption that had previously permitted certain persons under 21 in a job development or job training program to work at schools for up to 90 days without a background check. These persons will now be required to have the pre-employment background checks required by Section 111.

INSTRUCTIONS TO SCHOOL ADMINISTRATORS CONCERNING THE ARREST/CONVICTION REPORT AND CERTIFICATION FORM PDE-6004

Availability of Form to School Administrators

In accordance with the requirements of Act 24, the Department developed and on September 24, 2011, published in the *Pennsylvania Bulletin* the Arrest/Conviction Report and Certification Form, known as the PDE-6004. The form is available on the Department's website.

Dissemination by School Administrators to School Employees

School administrators are responsible for disseminating the PDE-6004 to their employees. School administrators are urged to make copies of the PDE-6004 available to their current employees as soon as possible, together with instructions on when the form is due. As provided in Act 24, the PDE-6004 must be completed and submitted by any employee of a public or private school, intermediate unit or AVTS who has been arrested or convicted of a Section 111(e) offense after September 28, 2011, within 72 hours of the arrest or conviction.

In addition, by December 27, 2011, the PDE-6004 must be completed and submitted by all current school employees indicating whether or not they have ever been arrested or convicted of a Section 111(e) offense.

The PDE-6004 must be returned to the school administrator at the address specified when PDE-6004 was provided to the employee. School administrators should also note to school employees that the PDE-6004 should not be submitted by employees directly to the Department. With respect to applicable reporting by year end, the Department urges school administrators to make sure that the form is completed by school employees and is submitted to the school administrator as soon as possible, and in no event later than the statutory deadline of December 27, 2011. Any delay in collecting the forms may delay the identification of persons who should not be allowed to have contact with children.

School Administrator Forms

School administrators should return their own PDE-6004 to the person or entity that is responsible for hiring them.

Employment Applications

Although not specifically required by Act 24, the Department strongly recommends that school administrators require prospective school employees to submit the PDE-6004 as part of an employment application.

Independent Contractors/Student Teacher Candidates

School Administrators are required to have the PDE-6004 completed and returned by independent contractors and their employees, including, without limitation, PIAA-registered sports officials. All PIAA sports' officials, as independent contractors, must complete the PDE-6004 for all PIAA member schools by Tuesday, December 27, 2011.

To assist PIAA-registered sports' officials in this process, the PIAA has developed an interactive PDE-6004 for submission to the PIAA Officials' database and is available by clicking on this link: http://www.piaa.org/officials . This form will be saved in the PIAA Officials' database and will be able

to be accessed by all PIAA member schools. Higher education administrators are required to have the form completed and returned by student teacher candidates.

Arrests

The intent of the PDE-6004 is to provide school administrators with information concerning certain past acts of people who have direct contact with children. In that context, the Department takes a broad view of what constitutes an arrest. The established law in Pennsylvania is that an arrest is accomplished by any act of law enforcement personnel that indicates an intention to take a person into custody and subjects the person to the control of the person making the arrest. Accordingly, an "arrest" does not require, for example, that a person have been to a police station or have been fingerprinted. Whether or not charges have been subsequently withdrawn or an incident shows on the background check also is not determinative of whether or not it was an arrest for purposes of Act 24. It is important to keep in mind that the arrests that must be reported according to PDE-6004 are for Section 111(e) crimes only, crimes such as criminal homicide, kidnapping, among other severe crimes, for which there should usually be little confusion as to whether or not an arrest has actually taken place. The Department recommends that if any school employee has any doubt about whether or not there was an arrest, he/she should err on the side of disclosing the event. It will be the school administrator's responsibility to inquire into the circumstances of the reported event.

Non-Section 111(e) Offenses/Expunged Records

In accordance with Act 24, the PDE-6004 does not require a school employee to report an arrest or conviction for any offense not specified under Section 111(e). Specifically, the report does not require employees to report arrests or convictions for offenses that are enumerated under Section 111(f.1).

In addition, it is the Department's view that Act 24 and PDE-6004 do not require an employee to disclose an arrest or conviction that has been legally expunged in accordance with applicable law. School administrators and school employees should be cautioned, however, that not all criminal charges are legally capable of being expunged or, if capable of being expunged, have actually been legally expunged. School administrators are advised to consult their solicitor in the event that an employee claims that an arrest or conviction has been expunged.

Refusal to Return Form

If a school employee refuses to return the PDE-6004, Section 111 requires that the school administrator direct the employee to submit to the state and federal background checks required under Section 111.

School administrators should consider discipline of the employee for failure to submit the PDE-6004, for failure to submit to a required background check, or for failure to report an offense that was required to be reported.

School administrators who willfully fail to ensure that school employees return the PDE-6004 in accordance with Section 111 and fail to order background checks for those refusing to return the PDE-6004 may be subject to the penalties of Section 111 and appropriate educator discipline proceedings.

SCHOOL ADMINISTRATOR REVIEW OF SUBMITTED PDE-6004
School administrators are required to review PDE-6004 forms submitted and determine if the report discloses any information that requires further action. The PDE-6004 should be kept in the employee's personnel file together with a notation as to the school administrator who reviewed the PDE-6004.

Incomplete, Unclear or Altered Forms.
If a PDE-6004 submitted by a school employee is incomplete, unclear or altered, the administrator should follow-up with the employee for further information and require the resubmittal of the form if necessary. For example, if the employee has noted a positive response in Section 2 of PDE-6004 (*e.g.*, to report an arrest or conviction) and has failed to indicate whether the positive response was for an arrest or conviction, the administrator should ask the employee to provide this information.

If the school employee fails to comply with resubmittal or clarification instructions, the school administrator should treat the action as a failure to submit the PDE-6004 and require the employee to be subjected to a background check.

Reports Indicating a Conviction
Section 111(e) states that "no person subject to this act shall be employed" in a school where a criminal background report indicates he/she has been convicted of a Section 111(e) offense.

If a PDE-6004 indicates a conviction for a Section 111(e) offense, the administrator should initiate termination proceedings in accordance with local procedure.

Reports Indicating an Arrest
If the PDE-6004 indicates an arrest for a Section 111(e) offense, the school administrator likely would need to inquire further into the facts underlying the arrest. Section 111 does not specifically require the termination of employees for arrests for Section 111(e) offenses.

False Reports
False reports under Section 111 are subject to criminal prosecution. A school administrator who believes that a school employee has falsified the PDE-6004 should report the matter to the district attorney where the school is located and to the Department for consideration of professional discipline.

BACKGROUND CHECK FOR REASONABLE BELIEF OF SECTION 111(E) ARREST OR CONVICTION
If a school administrator has a reasonable belief that any school employee was arrested or convicted of a Section 111(e) offense and the school employee has not notified the school administrator of such arrest or conviction, the school administrator must require the school employee to submit to new Section 111 background checks at the expense of the employing entity. School administrators should consider discipline of any employee who fails to submit to a required background check. School administrators who willfully fail to order background checks for those school employees whom they reasonably believe may have been arrested or convicted of a Section 111(e) offense may be subject to the penalties of Section 111 and/or educator discipline proceedings.

REPORTS TO THE DEPARTMENT
Under Section 9.1 of the Professional Educator Discipline Act (24 P.S. § 2070.9a), the superintendent, assistant superintendent, executive director of an IU, chief administrator of an AVTS, or career and technology center, administrator of a charter school, or their designees, are required to report to the Department all instances of employees reporting an arrest or conviction noted on the PDE-6004 or which is otherwise known to them as the result of background checks or otherwise. The report must be made on a mandatory report form which can be found on the Department's website. The report form must be filed within 30 days of the receipt of information concerning the arrest or conviction and must include all available information concerning the indictment or conviction.

The completed mandatory report form with supporting documentation should be sent to: Pennsylvania Department of Education, Office of Chief Counsel, 333 Market Street, 9th Floor, Harrisburg, PA 17126-0333.

REFERENCES:
Purdon's Statutes: 24 P.S. § 1-111 and 24 P.S. § 2070.1a *et seq.*
State Board of Education Regulations: 22 Pa. Code, Chapter 8

BUREAU/OFFICE CONTACT:
School Services Office
Office of Elementary/Secondary Education
Pennsylvania Department of Education
333 Market Street, 5th Floor
Harrisburg, PA 17126-0333
Phone: 717 783 3750

Appendix F

School Resource Officer
Employment Accuracy Certification Statement

Municipality/Police Department:

Police Chief:

School Entity:

Chief School Administrator:

President, Board of School Directors:

We certify that no school resource officer has been employed at this school entity from July 1, 2011 to July 1, 2015.

OR

A school resource officer, has been employed since _____.

Signature of Police Chief	Date

Signature of Chief School Administrator	Date

Signature of President, Board of School Directors	Date

EMPLOYMENT ACCURACY CERTIFICATION STATEMENT MUST BE MAILED WITH APPLICATION TO:

Office for Safe Schools
Pennsylvania Department of Education
333 Market Street, 5th Floor
Harrisburg, PA 17126

Appendix G

Background Check
Accuracy Certification Statement

Municipality/Police Department:

Police Chief:

School Entity:

Chief School Administrator:

President, Board of School Directors:

We certify that the selected individual has satisfied the background check requirements of 24 P.S. § 1-111.

Signature of Police Chief	Date

Signature of Chief School Administrator	Date

Signature of President, Board of School Directors	Date

BACKGROUND CHECK ACCURACY CERTIFICATION STATEMENT AND CLEARANCES MUST BE MUST BE MAILED WITH APPLICATION TO:
(BIRTHDATES AND SOCIAL SECURITY NUMBERS CAN BE SHADED OUT)

Office for Safe Schools
Pennsylvania Department of Education
333 Market Street, 5th Floor
Harrisburg, PA 17126

Appendix H

School Resource Officer
Training on Interaction with Children and Adolescents with in a School Setting
Accuracy Certification Statement

Municipality/Police Department:

Police Chief:

School Entity:

Chief School Administrator:

President, Board of School Directors:

We certify that the individual selected to serve as school resource officer has completed or will complete additional training on interaction with children and adolescents within a school setting.

Signature of Police Chief	Date

Signature of Chief School Administrator	Date

Signature of President, Board of School Directors	Date

TRAINING ACCURACY CERTIFICATION STATEMENT AND SUPPORTING DOCUMENTATION MUST BE KEPT ON FILE, FOR REVIEW, UPON REQUEST, BY THE PDE'S OFFICE OF SAFE SCHOOL

Appendix I

School Resource Officer
Second Year Funding
Accuracy Certification Statement

Municipality/Police Department:

Police Chief:

School Entity:

Chief School Administrator:

President, Board of School Directors:

We certify that this school entity will include the funding of this position in our school year 2016-17 budget.

Signature of Police Chief	Date

Signature of Chief School Administrator	Date

Signature of President, Board of School Directors	Date

SECOND YEAR FUNDING ACCURACY CERTIFICATION STATEMENT AND SUPPORTING DOCUMENTATION MUST BE KEPT ON FILE, FOR REVIEW, UPON REQUEST, BY THE PDE'S OFFICE OF SAFE SCHOOLS.

Appendix J

Climate Survey Participation

Accuracy Certification Statement

Municipality/Police Department:

Police Chief:

School Entity:

Chief School Administrator:

President, Board of School Directors:

We certify that this municipality/police department in cooperation with the school entity will administer designated pre and post climate surveys. We will provide the Pennsylvania Department of Education the results in accordance with PDE's Office for Safe Schools' guidance.

Signature of Police Chief	Date

Signature of Chief School Administrator	Date

Signature of President, Board of School Directors	Date

CLIMATE SURVEY PARTICIPATION ACCURACY CERTIFICATION STATEMENT MUST BE MAILED WITH APPLICATION TO:

Office for Safe Schools
Pennsylvania Department of Education
333 Market Street, 5th Floor
Harrisburg, PA 17126

Appendix K – School Security Officer Definitions

School Security Programs

Another very common form of school security staffing is the in-house school security officer and/or entity security coordinator or director. The titles of the individuals at the school level tend to vary a great deal from those such as school police officer, school security officer, school safety officer, campus supervisors, security aides, etc. Regardless of their title, many are typically responsible for campus supervision, enforcement of school rules, and related safety tasks.

School Police Officer means an officer employed by a school entity who has been granted powers under subsection (c)(2), (3)or(4), or any combination thereof. The term does not include a school resource officer under section 778.1 or a school security officer under section 778.2. A number of school entities have their own school police departments. These officers are typically hourly wage, in-house school officers with police powers who are employed directly by the school entity rather than directly by a law enforcement agency outside of the school entity.

School Resource Officer means a law enforcement officer commissioned by a law enforcement agency whose duty station is in a school. School Resource Officer are law enforcement officers from local, county or state law enforcement agencies assigned to schools in cooperative agreements with education officials.

School Security Officer means a noncommissioned officer employed by a school entity or a vendor who is assigned to a school for routine safety and security duties and who has not been granted powers under section 778 (c)(2),(3) or(4). In-house school security personnel, although sometimes commissioned with limited arrest authority depending upon jurisdiction, qualifications, and other issues, typically are civilian, non-police classified school support personnel without full police powers. In many school systems, these officials are the backbone of school operations with respect to providing school safety support services, enhanced campus supervision, assistance with disruptive students, monitoring visitors, coordination with law enforcement officials, and a host of other functions geared toward improving and maintaining school safety.

Updated: September, 2014