

Office for Safe Schools Targeted Grant for School Resource Officer, Municipality – Police Department

*2019-2020 Request for Application
May 2019*



**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION**

333 Market Street
Harrisburg, PA 17126-0333
www.education.pa.gov



Commonwealth of Pennsylvania

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Pennsylvania Department of Education
Office for Safe Schools Targeted Grants for School Resource Officer
Municipality/Police Department Request for Application
2019-2020

Background

The purpose of the Office for Safe Schools Targeted Grants for School Resource Officer (SRO) is to assist school entities, nonpublic schools, 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 SROs. The grant is designed to provide funds to enable the placement of SROs into public and nonpublic schools across the commonwealth.

Municipalities and police departments are eligible to apply for this grant in order to fund the placement of SROs in school entities and nonpublic schools within their municipality. For the purposes of this grant “school entity” is defined as a public school district, charter school, cyber charter school, career and technical center.

Municipalities and police departments that receive grants shall, with the prior consent of the governing board of the school entity or nonpublic school, assign SROs 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 costs associated with SROs and are not eligible for other grants provided by the Pennsylvania Department of Education’s (PDE’s) Office for Safe Schools. In assigning SROs, police departments and municipalities must take into consideration the proportion of students enrolled in each school entity or nonpublic school.

Municipalities and police departments that service more than one school entity or nonpublic school may apply for grant funds to serve those school entities, nonpublic schools, or more than one school within a school entity. However, applications related to a second or an additional school or schools within a school entity will be considered only after the first round of all applications have been reviewed and awarded.

Funds must be used in accordance with the criteria identified in sections 1302-A, 1301-C, and 1313-C of the Public School Code. Grant recipients 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 allocates funds through a competitive grant review process. Municipalities and police departments apply by submitting the paper application found on the [Safe Schools webpage: https://www.education.pa.gov/Schools/safeschools/Pages/default.aspx](https://www.education.pa.gov/Schools/safeschools/Pages/default.aspx).

Completed applications and all supporting targeted grant documents must be mailed to:
Office for Safe Schools
Pennsylvania Department of Education
333 Market Street, 7th Floor
Harrisburg, PA 17126.

There is no guarantee of funding. All grants are competitive and reviewed based on meeting the application requirements and statutory priorities.

Applications may be submitted from Monday, May 13, 2019 until Friday, July 12, 2019 at 11:59 P.M.

Funding

Grant total amount is up to \$60,000 for 2019-2020 school year. Applicants may request up to \$60,000 in the first year of the grant. Requests over \$60,000 will not be reviewed or considered for funding.

Funds may be expended on:

- Salaries or compensation;
- 3 percent of the total amount awarded may be used for training costs; and
- 2 percent of the total amount awarded may be used for equipment.

Funds expended beyond the identified and approved programs and activities will not be reimbursed by PDE.

Each grantee must commit to and sign an agreement that it will fund the SRO for at least two years. Contingent upon continued funding by the General Assembly for school year 2020-21, grantees will be eligible to receive 50 percent of the allocated amount without reapplication in the second year. For example: if the grant budget request is \$49,032.62 and the amount allocated is \$49,032.62 in the first year, the grantee is eligible to receive up to \$24,516.31 in the second year. A budget will need to be submitted by June 30, 2020 for the second year.

All grant funds received for school year 2019-2020 must be expended by June 30, 2020.

School Resource Officer Application Requirements

Applications from a municipality or police department for SRO funding must include:

1. Goals and Objectives: A detailed description of what will be achieved and measurable steps that will be taken to achieve each goal.
2. Program Implementation – Plan of Action: A detailed description of how the program will be implemented and the training to be conducted in relation to the goals and objectives identified. Describe how the grantee intends to address the additional SRO training recommendations by PDE relating to interaction with all children and adolescents within a school setting and detailed information on the training and support to be provided for the SRO.

Trainings should address, but are not limited to:

- a. Age-appropriate responses;
- b. Disability issues;
- c. Conflict resolution;
- d. De-escalation techniques; and
- e. Working with specific groups of students including, but not limited to:
 - i. Students of color;
 - ii. Students with disabilities;
 - iii. Other at-risk populations, such as LGBTQ students, homeless and unaccompanied students, students involved with corrections facilities, students living in section 1306 facilities, students in foster care, pregnant and parenting students, migrant students, and English Learners;
- f. Situational awareness;
- g. Trauma-informed education awareness;
- h. Behavioral health awareness;
- i. Suicide and bullying awareness;
- j. Substance use awareness; and
- k. Emergency training drills, including fire, natural disaster, active shooter, hostage situation, and bomb threat.

3. Supporting Data: Conclusive data indicating the need for the targeted grant, including, but not limited to:
 - a. School statistics from the school entity's *School Safety Report*;
 - b. School Climate Survey;
 - c. Disciplinary records;
 - d. Community crime rates;
 - e. Gang activity; and
 - f. Pennsylvania Youth Survey.
4. Expected Outcomes: Identify projected outcomes and methods for outcomes measurement including the use of a pre/post climate survey provided by PDE's Office for Safe Schools. Provide information on how the SRO will maintain, improve, or enhance the safety, security, and climate of the school.
5. Budget: Accurate and detailed budget information that supports the programs, goals and objectives of the proposal. Itemized using a per unit cost and total expenditures summarized into the following three categories: Contracted Services, Supplies/Equipment, and Training.
6. Priority Area Met: A maximum of seven additional points will be given to applicants meeting priority areas.
7. Memorandum of Understanding: A signed school resource officer Memorandum of Understanding/Memorandum of Agreement between the municipality and any school in which it is placing the school resource officer.
8. Job Description: Provide a job description and a description of how the elements from the job description are aligned to goals, objectives, and defined outcomes.
9. Background Checks: Provide a Background Check Assurance Statement and supporting documentation that the SRO has satisfied the background check requirements set forth in 24 P.S. § 1- 111:
<https://www.legis.state.pa.us/cfdocs/legis/li/uconsCheck.cfm?yr=2006&sessInd=0&act=114>; and
10. A signed and complete signature authorization letter on township or municipality letterhead. See Appendix I Signatory Form.

The municipality or police department is required to keep an Accuracy Certification Statement and supporting documentation that provides for the funding of the SRO in the 2020-2021 school year budget.

Review Process

Applications will be reviewed on a competitive basis by a team chosen by PDE's Office for Safe Schools. They will be reviewed for accuracy and information provided based on guidelines outlined in this request for application and on the priorities set forth in P.S. 24 § 1302-A, 1301-C, and 1313-C. Emphasis will be placed on the school entity's need as documented in the data and information provided. A maximum of seven additional points will be added to the applicant's score for meeting the priorities. Applications that do not include all the required information as stated on the grant application will not be considered for funding. Applications that exceed maximum grant amounts will not be considered for funding.

All qualifying applications will be reviewed and scored.

Scoring

Applications will be reviewed and scored as follows:

Requested Information	Score	Description
Goals and Objectives	10 points	The goals (what will be achieved) and objectives (measurable steps that will be taken to achieve each goal) of the program are clearly stated.
Program Implementation – Plan of Action	20 points	The proposal provides a thorough and detailed description of the program(s) to be implemented and additional training to be conducted related to the interaction with all children and adolescents within a school setting. (See page 3 for more details.) Detailed information on the training and support to be provided for the SRO is included. Applicant provides a measurable plan of action, including procedures, that is clearly linked to the goals, objectives, and priorities of interest.
Supporting data	20 points	Applicant provides conclusive data that supports the need for this grant allocation, and how it supports the need for program(s) to be implemented and goals and objectives. Data may include but is not limited to: a) school statistics from the school entity's School Safety Report; b) School Climate Survey; c) Disciplinary records; d) Community protective and risk factors; e) Gang activity; and f) Pennsylvania Youth Survey.
Expected Outcomes	20 points	Applicant includes details of how the safety, security, and climate of the school entity will be improved by the equipment and programs to be implemented. Outcomes are stated in measurable terms including baseline information and expected improvements. Application indicates how outcomes will be measured or evaluated against the goals, objectives, and intended results. Narrative includes the use of a pre/post climate survey provided by PDE's Office for Safe Schools.
Sustainability	10 points	Application includes plans for sustaining the program upon completion of the grant.
Job Description	10 points	Application includes a detailed job description describing how the elements are aligned to the goals, objectives, and defined outcomes.
Budget	10 points	Detailed budget information that supports the program(s), goals, and objectives of the proposal is provided. Budget is accurate and itemized using a per unit cost and total expenditure. Expenditures are summarized into three categories: Costs of salary (hourly costs), Supplies/Equipment and Training.
Priority Area Met	7 points	In addition to the application requirements, up to 7 additional points will be given to applicants meeting the priority areas.

Priorities

1. 1 Point: Priority in grant funding will be given to a school entity designated as a persistently dangerous school as defined in 22 Pa. Code § 403.2.
2. 1 Point: Priority in grant funding will be given to school entities with the greatest need to establish safety and order.
3. 1 Point: Priority will be given to those applicants that utilize school resource officers who have completed additional training recommended by PDE relating to interaction with all children and adolescents within a school setting.
4. 1 Point: Priority will be given to ensure that grant funding is geographically dispersed to school entities, nonpublic schools, and municipalities throughout this Commonwealth.
5. 3 Points: Priority will be given to school entities and non-public schools serving high poverty populations.

Unallowable Expenses

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

Award and Disbursement of Funds

Grant awards are projected to be announced by October 2019. Grantees will subsequently be required to sign a grant agreement with PDE's Office for Safe Schools. Expenditures to be reimbursed under the grant must occur after the contract is fully executed.

All grant funds in the first year must be expended by June 30, 2020.

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 compliance of the grant progress.

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

1. A summary of the goals and objectives accomplished;
2. A detailed narrative of programs and training supported by the grant;
3. Detailed listing of budget expenditures; and
4. Expected outcomes including results from the pre/post survey provided by PDE's Office for Safe Schools.

This information must be received no later than June 30, 2020.

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 must submit an invoice to PDE's comptroller no later than May 31, 2020. 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 January 1, 2020 and approved by PDE's Office for Safe Schools or payment will not be made.

Technical Assistance

PDE's Office for Safe Schools will answer questions and provide technical assistance via email related to the grant application. Contact Russell Alves at: RA-SafeSchoolsEgrant@pa.gov.

ATTACHMENTS

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

Appendix	Description
Appendix A	Sample Memorandum of Understanding/Memorandum of Agreement for school resource officer
Appendix B	Sample job descriptions for school resource officer
Appendix C	List of acceptable trainings
Appendix D	Article XIII-A - 24 PS §§ 13-1302-A Article XIII-C – 24 P.S. § 13-1301-C, 13-1311-C
Appendix E	Assurance statement that the school resource officer has satisfied the background check requirements of 24 P.S. § 1- 111, link to statute: https://www.legis.state.pa.us/cfdocs/legis/li/uconsCheck.cfm?yr=2006&sessInd=0&act=114
Appendix F	Assurance 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
Appendix G	Assurance statement that the school entity will include funding of the school resource officer into their 2019-2020 school-year budget
Appendix H	Signatory Form - Sample

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:

WITNESSETH:

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 (MUNICIPALITY/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.

(a) 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.

(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.

(l) 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 [MUNICIPALITY/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, [MUNICIPALITY/CITY] and _____ the School Board of Director President, this day of _____, 20__.

All supporting targeted grant documents when completed should be uploaded into eGrants

**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

All supporting targeted grant documents when completed should be uploaded into eGrants.

Appendix B: Sample Job Description

EXAMPLE - 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)

All supporting targeted grant documents when completed should be uploaded into eGrants.

Appendix C: Acceptable Trainings

National Association of School resource officer's training courses

<https://nasro.org/>

Municipal Police Officers Education and Training Commission's training courses

<https://mpoetc.psp.pa.gov/Pages/mpoetc.aspx>

National Association of School Safety and Law Enforcement Officials training courses

www.nassleo.org

National School Safety Centers 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.

Trainings recommended by PDE relating to interaction with all children and adolescents within a school setting. Contact PDE's Office for Safe Schools at (717) 783-6612.

Appendix D: Article XIII-A - 24 PS 1302-A, 1301-C, 1313-C

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 reexecuted 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). ((8) added July 9, 2014, P.L.1039, No.122)

(9) To publish and post on the Department of Education's publicly accessible Internet website a listing of all approved vendors under paragraph (8). ((9) added July 9, 2014, P.L.1039, No.122)

(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.571, 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.571, 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, 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.

((c.1) amended July 9, 2014, P.L.1039, No.122)

(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, 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, 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) 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.

((d) amended July 9, 2014, P.L.1039, No.122)

(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) Twenty-five percent of the sum shall be allocated for grants under subsection (c).
 - (2) Seventy-five percent of the sum shall be allocated for grants under subsection (c.1).
- ((e) amended June 22, 2018, P.L.327, No.44)

(e.1) Any grant funding allocated under subsection (c.1) above the amount allocated in fiscal year 2017-2018 may be prioritized for nonpublic schools. ((e.1) added June 22, 2018, P.L.327, No.44)

(f) As used in this section, "school entity" shall have the same meaning given to it under section 222(c). ((f) added July 9, 2014, P.L.1039, No.122)
(1302-A amended Nov. 17, 2010, P.L.996, No.104)

Compiler's Note: Section 24 of Act 104 of 2010, which amended section 1302-A, provided that any regulations that are inconsistent with Act 104 are hereby abrogated to the extent of the inconsistency.

Section 1301-C. Definitions.

The following words and phrases when used in this article shall have the meanings given to them in this section unless the context clearly indicates otherwise:

"Department." The Department of Education of the Commonwealth.

"School entity." A school district, intermediate unit, area vocational-technical school, charter school or private residential rehabilitative institution.

"School police officer." A law officer employed by a school district whose responsibilities, including work hours, are established by the school district.

"School resource officer." A law enforcement officer commissioned and employed by a law enforcement agency whose duty station is located in a school entity and whose stationing is established by an agreement between the law enforcement agency and the school entity.

"School security guard." An individual employed by a school entity or a third party contractor who is assigned to a school for routine safety and security duties and is not engaged in programs with students at the school.

(1301-C added June 22, 2018, P.L.327, No.44)

Section 1313-C. School resource officers.

(a) Powers and duties.--A school entity may confer the following powers and duties upon school resource officers:

(1) To assist in the identification of physical changes in the environment which may reduce crime in or around the school.

(2) To assist in developing school policy which addresses crime and to recommend procedural changes.

(3) To develop and educate students in crime prevention and safety.

(4) To train students in conflict resolution, restorative justice and crime awareness.

(5) To address crime and violence issues, gangs and drug activities affecting or occurring in or around a school.

(6) To develop or expand community justice initiatives for students.

(b) Intergovernmental agreements for school security and safety.--The board of school directors of a school district may enter into agreements with other political subdivisions to provide for the safety and security of the school. The board of school directors may use school funds to share costs with municipalities and counties for such expenses as benefits and salaries of school resource officers and probation officers. School resource officers and probation officers are not required to be employees of the school district and may be employees of other political subdivisions.

(1313-C added June 22, 2018, P.L.327, No.44)

Appendix E: Background Check Accuracy Certification Statement

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 Chief School Administrator

Date

Signature of President, Board of School Directors

Date

Upon completion, this document needs to be uploaded to the eGrants application.

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

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 Chief School Administrator

Date

Signature of President, Board of School Directors

Date

Upon completion, this document needs to be uploaded to the eGrants application.

Appendix G: School Resource Officer, Second Year Funding Accuracy Certification Statement

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 2020-2021 school year budget.

Signature of Chief School Administrator

Date

Signature of President, Board of School Directors

Date

Upon completion, this document needs to be uploaded to the eGrants application.

Appendix H: Sample Signatory Form

SAMPLE SIGNATURE AUTHORIZATION LETTER ON TOWNSHIP OR MUNICIPALITY
LETTERHEAD

INSERT [DATE]

TOWNSHIP/MUNICIPALITY ADDRESS

RE: TOWNSHIP/MUNICIPALITY SIGNATURE AUTHORIZATION

TO: OFFICE FOR SAFE SCHOOLS, PA DEPARTMENT OF EDUCATION,

The individuals below are authorized to sign for all matters relating to the Targeted Grant requirements as deemed necessary for compliance with the grant.

Police Officer

Name:

Signature:

Title:

Township/Municipality Signatory:

Name:

Signature:

Title:

Email Address:

Date: