

Office for Safe Schools Targeted Grants for School Resource Officer – School Entity

*2021-2022 Request for Application
July 2021*



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION
333 Market Street
Harrisburg, PA 17126-0333
www.education.pa.gov



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**Pennsylvania Department of Education
Office for Safe Schools Targeted Grants for School Resource Officer
School Entity Request for Application
2021-2022**

Background

The purpose of the Pennsylvania Department of Education (PDE) Office for Safe Schools' Targeted Grants for School Resource Officer (SRO) is to assist school entities in funding programs which address school violence by establishing or enhancing school security, including costs associated with the training and compensating SROs. The grant is designed to provide funds to enable the placement of SROs into public schools across the commonwealth.

Funds must be used in accordance with the criteria identified in section 1302-A and Article XIII-C of the 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 will allocate funds through a competitive grant review process. A school entity will submit its application via the eGrants system. For the purposes of this grant "school entity" shall be defined as a public school district, charter school, cyber charter school or career and technical center. A grant application may be submitted for each school within a school entity.

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

Grant applications may be submitted in eGrants from July 30 until 11:59 PM on October 1, 2021.

Funding

Eligible grantees may receive a total award amount of up to \$60,000 for 2021-2022 school year.

Funds may be expended on:

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

Funds may be expended only on the programs and activities identified in the proposal and approved by PDE's Office for Safe Schools. Funds expended beyond the identified and approved initiatives and activities will not be reimbursed.

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 2022-2023, grantees will be eligible to receive up to 50 percent of the allocated amount without reapplication. Grantees must submit a budget for the second year. For example: if a grant budget request is \$49,032.62 and the amount allocated is \$49,032.62 in the first year, the

grantee will be eligible for up to \$24,516.31 in the second year. A budget will need to be submitted by June 30 of the second year.

Applicants may request up to \$60,000. Requests over \$60,000 will not be reviewed or considered for funding.

All grant funds received for school year 2021-2022 must be expended by June 30, 2022. All grant funds in the second year must be expended by June 30, 2023.

School Resource Officer Application Requirements

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

Applications 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, two required trainings, and an additional training to be conducted in relation to the goals and objectives identified. Describe how the grantee intends to address the additional SRO training recommended by PDE relating to interaction with all children and adolescents within a school setting and provide detailed information on the training and support to be provided to the SRO. See Appendix C: Acceptable Trainings

Prior to employment, an SRO must successfully complete the Basic School Resource Officer Course of Instruction offered by the National Association of School Resource Officers (NASRO) or an equivalent course of instruction approved by the Pennsylvania Commission on Crime and Delinquency (PCCD).

Additional 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 budget using a per unit cost and total expenditures summarized into the following three categories: Contracted Services, Supplies/Equipment, and Training.
 6. Priority Area Met: Additional points will be given to applicants meeting priority areas. (See additional detail on page 8.)
 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 SRO. See Appendix A.
 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. See Appendix B.
 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>
- See Appendix E.
10. Signatory Form; Signed and completed signature authorization letter on township or municipality letterhead. See Appendix I Signatory Form.
 11. Accuracy Certification Statement: Signed and completed Accuracy Certification Statement and supporting documentation that provides for the funding of the SRO in the 2021-2022 and 2022-2023 school year budgets.

Additionally, all grantees must adhere to all provisions set forth in [Act 57 of 2020](#) which requires school entities that employ SROs, among other responsibilities, retain information about the law enforcement officers and to provide certain information to other prospective law enforcement employers.

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 and on the priorities set forth in 24 P.S. § § 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 21 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 the maximum grant amount 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 5 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, the following: 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 | 21 points | In addition to the application requirements, up to twenty-one additional points will be given to applicants meeting the priority areas. |

Priorities

1. Priority points will be given to school entities serving high poverty student populations.
 - a. School entities between 60%-100% = 10 points
 - b. School entities between 40%-59% = 5 points
2. Priority points will be given to school entities applying for a grant for the first time or those that applied within the last three years but did not receive funding:
 - a. School entities that applied for a grant within the last three years but were not awarded the grant = 10 points
 - b. School entities applying for the first time = 5 points
3. 1 Point: Priority will be given to those applicants that utilize SROs who have completed additional training recommended by PDE relating to interaction with all children and adolescents within a school setting.

Unallowable Expenses

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

Award and Disbursement of Funds

Grant awards are projected to be announced by October 2021. 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, 2022.
All grant funds in the second year must be expended by June 30, 2023.

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 ensure compliance with grant terms.

Upon completion of the current fiscal year, grantees will be required to submit the following information 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 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, 2022.

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, must submit an invoice to PDE's comptroller no later than June 30, 2022. Approved expenses will be reimbursed after receipt of the invoice and final report.

Grantees will be required to submit a budget in June 2022 for the 2022-2023 expenses.

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 Jan. 1, 2022 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. Please contact Russell Alves at:

RA-SafeSchoolsEgrant@pa.gov.

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 Chief School Administrator 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 Chief School Administrator 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 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 or 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 chief school administrator , principals of the schools described in Article II (B) above, chief of police, an elementary school principal appointed by the chief school administrator 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 chief school administrator 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 chief school administrator or his or her designee shall advise the supervisor/mayor or his or her designee of the principal's request. In the event the chief school administrator feels the school resource officer is not performing his or her duties effectively, the chief school administrator shall so advise the supervisor/mayor. If the supervisor/mayor so desires, the chief school administrator 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:

Chief School Administrator
[SCHOOL ENTITY] [ADDRESS]
[CITY, STATE, ZIP]
Supervisor/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 Directors

ATTEST:

COMMONWEALTH OF PENNSYLVANIA COUNTY OF _____

Subscribed and sworn to before me by _____

Supervisor/Mayor, [MUNICIPALITY/CITY] and _____ the School Board of Directors 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 ENTITY OF _____ (hereinafter “School Entity”), and the CITY OF _____ POLICE DEPARTMENT (hereinafter “Police Department) as follows:

WITNESSETH:

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

WHEREAS, the School Entity 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 Entity;

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 officers shall be employees of the Police Department and shall be subject to the administration, supervision and control of the Police Department.

B. School resource officers 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 Entity 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 Entity.

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 Entity. 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 Entity to the Police Department shall be reduced by the number of hours of school resource officer service not provided to the School Entity

- 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 qualified school resource 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 a situation or incident includes 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 or 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 or 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 principal's 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 security at 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 and organizational skills. This job reports to the 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 prevention (e.g. drug surveillance, drug detection, 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.
- 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 (See 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 training courses

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

[Basic School Safety and Security Officer Training Providers approved by the Pennsylvania Commission on Crime and Delinquency](http://www.pccd.pa.gov/schoolsafety/Pages/NASRO-Training.aspx)

[www.pccd.pa.gov/schoolsafety/Pages/NASRO-Training .aspx](http://www.pccd.pa.gov/schoolsafety/Pages/NASRO-Training.aspx)

National Association of School Safety and Law Enforcement Officials training courses

www.nassleo.org

National School Safety Center 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 courses in the following areas;

- Child/adolescent psychology
- Early childhood education
- Criminal justice
- Educator preparation

Any other 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: Background Check Accuracy Certification Statement

School Entity:

Chief School Administrator:

President, School Entity Governing Board:

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 Directors

Date

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

Appendix E: School Resource Officer Training on Interaction with Children and Adolescents within 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 Directors

Date

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

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

School Entity:

Chief School Administrator:

President, School Entity Governing Board:

We certify that this school entity will include the funding of this position in its 2021-2022 school year budget.

Signature of Chief School Administrator

Date

Signature of President, Board of Directors

Date

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

Appendix G: Climate Survey Participation Accuracy Certification Statement

School Entity:

Chief School Administrator:

President, Board of Directors:

We certify that this 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 Chief School Administrator

Date

Signature of President, Board of 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

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 Pennsylvania Department of Education (PDE) Office for Safe Schools Targeted Grants for School Resource Officer (SRO) Grant requirements as deemed necessary for compliance with the grant

Police Officer:

Name:

Signature:

Title:

Township/Municipality Signatory:

Name:

Signature:

Title:

Email:

Date: