

**AGREEMENT FOR THE
SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT, made the 11 day of SEPT., 2017, by and between the
WARREN COUNTY SCHOOL DISTRICT, 6820 Market Street, Russell, Pennsylvania 16345,
hereinafter referred to as ----- "**SCHOOL DISTRICT**,"

AND

WARREN COUNTY, 204 Fourth Avenue, Warren, Pennsylvania 16365, hereinafter
referred to as ----- "**COUNTY**."

WITNESSETH:

WHEREAS, the School District desires special law enforcement services to be rendered
by the County through its Sheriff's Department by providing a School Resource Officer (SRO) to
be assigned to, and to split time at, each school operated by the District on a full-time basis; and

WHEREAS, the County has agreed to provide the SRO to the School District upon the
terms and conditions provided hereinafter.

NOW, THEREFORE, the parties to this Agreement, in order to implement an SRO
Program, hereby agree as follows:

SECTION 1. PURPOSE AND OBJECTIVE OF THE SRO PROGRAM

1.01 The SRO Program is a service of the County to the School District that, in conjunction with
the implementation of the School District's Memorandum of Understanding with its local
law enforcement agencies, will support the County Sheriff Department's commitment to
service as it works to improve the safety and security in the school system. The Program's
purpose and objective is to:

1. Help maintain a safe and secure school environment that will be conducive to learning.
2. Promote positive attitudes regarding the police's role in society and to help students
learn more about the law and the criminal justice systems.
3. Establish a liaison with school personnel in a cooperative effort to prevent violent and
criminal behavior against persons and/or property in school and on School District
grounds.

SECTION 2. TERM AND TERMINATION

- 2.01 This Agreement shall commence on the day and year first above written and shall remain in effect until terminated by either party for convenience upon 90 days' written notice to the other party.

SECTION 3. SELECTION, ASSIGNMENT, AND WORK HOURS OF THE SRO

- 3.01 The County's Sheriff, in consultation with the School District, shall select one certified deputy that is appropriately trained to work in a school environment that will be assigned as an SRO on a full-time basis (for 40 hours per week). The County's Sheriff, in consultation with the School District, shall also select a second certified deputy that is appropriately trained to work in a school environment that will be assigned as an SRO only if requested by the School District. The School District may meet and interview the deputies to determine if the deputies are suitable for working in a school environment. In order to maintain continuity, the Sheriff shall not change the designated deputies during the school year, unless circumstances arise that require such a change and the School District's Superintendent consents to the change.
- 3.02 At each school, the School District shall supply office space, a desk, a chair, a filing cabinet, and office supplies.
- 3.03 In the event that a School District principal determines that an SRO is not effectively performing his/her duties and responsibilities, the principal shall state the reasons for this determination in writing to the School District's Superintendent. The Superintendent, within a reasonable time after having received the information from the principal, shall inform the Sheriff of the principal's concerns. The Superintendent and the Sheriff shall then meet with the deputy and the principal in an effort to mediate and resolve the concerns. If, within a reasonable amount of time after the commencement of such mediation, the problem cannot be resolved or mediated, the deputy shall be reassigned and a replacement certified deputy shall be assigned pursuant to Section 3.01 of this Agreement. The County, at its sole discretion, shall determine whether the basis for the reassignment constitutes grounds for discipline or discharge as an employee of the County. Nothing herein shall prevent the School District's Superintendent from requesting the immediate removal of a deputy from School District property if the deputy engages in any conduct that causes the Superintendent to conclude that the deputy's presence on School District property poses a danger to the safety and welfare of School District students. The School District's payment amount, as specified in Section 5.01 of this Agreement, shall be proportionately reduced for each day that the School District does not have the services of a deputy as an SRO.
- 3.04 In the event of the resignation, dismissal, or reassignment of either deputy, the Sheriff shall provide a replacement within a reasonable amount of time after receiving notice of such absence, dismissal, resignation, or reassignment. The replacement shall be selected in accordance with Section 3.01 of this Agreement, and the School District's payment amount, as specified in Section 5.01 of this Agreement, shall be proportionately reduced for each day that the School District does not have the services of a deputy as an SRO.

- 3.05 The full-time deputy and second deputy (if requested by the School District) shall be assigned to, and split time at, each school operated by the School District on each day that school is in session, on all in-service dates, and shall have Saturday and Sunday off during the school year. The exact dates and times that an SRO will spend at each location will be determined by the School District's Superintendent. The School District will provide the Sheriff with a schedule of the dates on which the School District would like an SRO to provide service at each school.
- 3.06 Any deputy performing services as an SRO shall work in full uniform and shall carry weapons and all required equipment as authorized by the County. The weapon shall be carried either:
- Openly, in those circumstances where an armed presence may provide a useful deterrent; or
 - Concealed, in circumstances where the SRO may wish to interact informally with students, parents or faculty.

Any weapon possessed by the SRO must be carried on his/her person at all times or placed under lock and key in a secure location. The SRO shall all times be solely responsible for ensuring the security of any and all weapons that will be utilized by the SRO pursuant to this Agreement.

SECTION 4. DUTIES AND RESPONSIBILITIES OF THE COUNTY

- 4.01 Although assigned to the School District during the school year, any deputy serving as an SRO shall at all times be an employee of the County. The deputy shall remain subject to all rules, policies, regulations, and procedures of the County and the County's Sheriff's Department and shall not be considered an employee of the School District. Each deputy's salary, benefits, workers' compensation insurance coverage (and any other insurance coverage), and any other compensation, retirement contribution, benefit, or insurance shall be established by, paid directly by, and paid entirely by, the County. All necessary equipment, training, weapons, uniforms, tools, vehicles, and other materials necessary to discharge the duties as an SRO shall be provided by, and at the sole expense of, the County. The School District shall provide only those items identified in Section 3.02 of this Agreement.

The County acknowledges and agrees that it shall be responsible for the payment of all Federal, State and Local taxes; Social Security and FICA withholding; and all other deductions required by Local, State or Federal Law, from any compensation paid by the School District for the services rendered. The County acknowledges and understands that the School District will not withhold any such taxes and agrees to hold the School District harmless for any failure on the County's part to pay such taxes and withholdings.

- 4.02 Each deputy shall be subject to the administration, supervision, control, and chain of command of the County and its Sheriff's Department. The County, at its sole discretion,

shall have the power and authority to discipline a deputy or to discharge a deputy as an employee of the County. Any concerns that the School District has with respect to the job performance or conduct of a deputy as an SRO shall be addressed pursuant to Section 3.03 of this Agreement.

- 4.03 It is understood that an SRO will from time to time be absent from the School District to allow for attendance at hearings and court proceedings, mandatory training, special training related to SRO duties, use of vacation days, personal days, sick days and/or in the event of a Sheriff's Department emergency that demands the use of all the resources and officers of the Sheriff's Department. It is further understood that during holidays and summer breaks in the school schedule, each deputy will be subject to assignment within the Sheriff's Department's regular schedule. On any school day or in-service date that the full-time deputy will be absent for the entire day due to illness, vacation, or otherwise, the County shall provide the services of the second deputy as an SRO, if requested to do so by the School District. If neither deputy is available to serve as an SRO, the School District's payment amount, as specified in Section 5.01 of this Agreement, shall be proportionately reduced for each day that the School District does not have the services of an SRO.
- 4.04 The Sheriff shall ensure that the exercise of any law enforcement powers by any deputy providing services to the School District as an SRO is in compliance with the authority granted by law. The County represents and certifies that it is authorized to enter into this Agreement and that each deputy serving as an SRO shall have the authority and jurisdiction to perform all of the services specified in this Agreement. This Agreement shall in no way affect the jurisdiction or authority of any other police department.
- 4.05 Because each deputy that is designated as an SRO will have direct contact with children, the County shall provide the School District with proof of compliance with all applicable requirements of 24 P.S. §1-111, 24 P.S. §1-111.1, 24 P.S. §12-1205.6, 22 Pa. Code §8.1, *et. seq.* and 23 Pa.C.S.A. §6301, *et. seq.*
- 4.06 The County, through its Sheriff's Department, shall assure that any deputy assigned to serve as an SRO shall comply with the following duties and responsibilities:
 - A. The duties of an SRO to be performed on school property, as established by the Sheriff, are as follows:
 1. Providing security and surveillance.
 2. Conducting investigations of criminal or delinquent activity occurring on School District property.
 3. Warning, citing, detaining, and taking into custody violators of the law when necessary.
 4. Enforcing traffic and parking laws and regulations on and around School District property.

5. Assisting school personnel in dealing with emergencies.
6. Assisting in efforts with local fire, EMS, and law enforcement agencies to develop a Safe School Plan, security procedures, and emergency procedures.
7. Assisting the School District on matters dealing with the enforcement of child custody orders, protection from abuse orders and/or restraining orders.
8. Conducting presentations for students, staff and parents involving a range of topics such as crime prevention, drug and alcohol education, violence prevention, conflict resolution, safety tips, internet safety, bullying, legal issues and related topics.
9. Performing other related duties as assigned by the Sheriff, in cooperation with the School District's Superintendent.

B. An SRO's primary duty shall be to enforce the law, and to investigate criminal matters, on school property.

C. The Sheriff, the deputies designated to provide services as an SRO, and those school officials designated by the School District's Superintendent shall meet as requested by the School District to assess the effectiveness of the SRO Program and to discuss ways to improve the SRO Program, with the understanding that such meetings shall occur at least once every 3 months.

D. An SRO shall not participate in student interviews or searches conducted by school officials unless requested to do so by the building principal. School employees, while acting in their capacity as school employees, may conduct a search based on the "reasonable suspicion" standard. However, an SRO must meet the more stringent requirement of "probable cause" in order to conduct a search. An SRO may conduct searches under circumstances where a law enforcement search is permitted by law, as determined by the SRO. An SRO, when required by law as determined by the SRO, shall have an interested adult present during a student interview conducted by the SRO.

E. An SRO shall not act as a disciplinarian. Disciplining students is the School District's responsibility, and the building principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated the School District's discipline code and the appropriate administrative action to take. However, if the School District either is legally mandated to report an incident to law enforcement or determines that an incident should be reported to law enforcement, the building principal shall contact the SRO, who shall determine whether law enforcement action is necessary and take any necessary law enforcement action.

F. An SRO shall complete and submit investigative reports in accordance with the Sheriff Department's rules, policies, regulations, and procedures.

G. An SRO shall complete and submit an Arrest Report in accordance with the Sheriff Department's rules, policies, regulations, and procedures whenever making an arrest of an adult or student who is eighteen years of age or older.

H. An SRO shall complete and submit a Juvenile Arrest Report/Referral in accordance with the Sheriff Department's rules, policies, regulations, and procedures whenever making an arrest of a student who is under eighteen years of age.

I. As necessary, an SRO shall also assist the School District with the completion and submission of the annual Safe School Report.

J. An SRO shall maintain, on School District property, detailed and accurate records of the operation of the SRO Program and the actions taken by the SRO pursuant to the SRO Program.

SECTION 5. SCHOOL DISTRICT PAYMENT

- 5.01 In exchange for the services to be provided herein, as requested by the School District and in an amount not to exceed the School District's annual budgeted amount for the SRO Program, the School District agrees to pay the County \$27.50 per hour for each hour that a deputy that is designated by the County as a part-time employee of the County serves as an SRO, \$37.00 per hour for each hour that deputy that is designated by the County as a full-time employee of the County serves as an SRO, and a \$750.00 monthly fee for the use of a fully marked and equipped County vehicle. The \$750.00 monthly vehicle fee shall only be charged during those months that SRO services are provided and shall be prorated for any month during which SRO services are provided for only a portion of the month for reasons that may include, but are not limited to, scheduled school vacations, the scheduled start date of the school year, the scheduled date of the last day of school of the school year, etc. Said amounts shall be billed, and paid, on a monthly basis. In the event that this Agreement is for any reason terminated, the amounts identified herein to be paid by the School District shall be pro-rated as of the effective date of the termination. The amounts identified herein to be paid by the School District are also subject to being proportionately reduced pursuant to Sections 3.03, 3.04, 3.05, and 4.03 of this Agreement.

SECTION 6. ACCESS TO EDUCATION RECORDS

- 6.01 If 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 an SRO only that information which is needed to respond to the emergency situation.
- 6.02 If confidential student record information is needed or desired by an SRO, but no emergency situation exists, the information may be released to the SRO by the School District only as allowed by, and in compliance with, FERPA or other applicable law.

- 6.03 Before an SRO commences providing services to the School District pursuant to this Agreement, the County, Sheriff, and any deputy designated as an SRO by the Sheriff agree to execute FERPA Confidentiality Agreements as prepared by the School District.

SECTION 7. TRANSPORTING STUDENTS

- 7.01 An SRO shall not transport students in County vehicles except:
1. When a student is the victim of a crime, is under arrest, or some other emergency circumstance exists; or
 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 the building principal determines that his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.
- 7.02. An SRO shall not transport a student to any location, with the exception of a police station, unless it is determined that the student is either 18 years of age or an emancipated minor and lives independently from a parent, guardian, or custodian or the student's parent, guardian or custodian is at the destination to which the student is being transported. The SRO shall not transport students in his/her personal vehicle.
- 7.03 An SRO shall immediately notify school personnel upon removing a student from School District property.

SECTION 8. INDEMNIFICATION AND INSURANCE

- 8.01 To the fullest extent permitted by law, the County shall defend, indemnify and hold harmless the School District, and the School District's employees, agents, Board Members, directors, officers, and representatives from and against any and all claims, liabilities, losses and expenses arising from the County's or its Sheriff's, Sheriff's deputy's, employee's, agent's, or representative's (i) act or omission; (ii) violation of any federal, state, or local law, regulation, or ordinance; (iii) failure to comply with any term or condition of this Agreement; (iv) or performance of services pursuant to this Agreement. The only exception to the preceding requirements and obligations is the School District's payment obligation pursuant to Section 8.03 of this Agreement.
- 8.02 Nothing in this Agreement shall be construed to affect in any way the County's or the School District's rights, privileges, immunities, damage limitations, or other defenses, which may exist by statute or common law with regard to any claim, action, or cause of action by or on behalf of any third person.
- 8.03 The County shall add, and maintain so long as this Agreement remains in effect, the School District as an additional insured under the County's general liability insurance policy. In the event any party other than the School District or a School District employee files a

claim against the County's general liability policy (or any other County insurance policy) arising from the County's or its Sheriff's, Sheriff's deputy's, employee's, agent's, or representative's (i) act or omission; (ii) violation of any federal, state, or local law, regulation, or ordinance; (iii) failure to comply with any term or condition of this Agreement; (iv) or performance of services pursuant to this Agreement, the School District shall reimburse the County for one-half of the County's insurance deductible (in an amount that shall under no circumstances exceed \$12,500) or one-half of the actual damage amount paid to any claimant (whichever amount is less) and then be defended, indemnified, and held harmless from any further liability pursuant to Section 8.01 of this Agreement. It is further agreed that in the event that multiple claims by multiple claimants arise from the same event, events, or series of events, the total amount to be reimbursed to the County by the School District for all claims and claimants shall be limited to, and shall not exceed, \$12,500, and the School District shall be defended, indemnified, and held harmless from any further liability pursuant to Section 8.01 of this Agreement.

- 8.04 The duties and obligations stated in Sections 8.01, 8.02, and 8.03 shall survive the termination of this Agreement.

SECTION 9. NONWAIVER

- 9.01 The failure of either party to exercise any right or remedy provided for herein or to insist upon strict performance of any of the provisions of this Lease shall not be deemed a waiver of any right, remedy, or entitlement to strict performance provided for herein and shall in no way affect the right of such party to enforce such right, remedy, or entitlement to strict performance at a later time. Additionally, the waiver of the breach of any provision of this Lease shall not be construed as a waiver of any subsequent breach of the same or similar nature.

SECTION 10. PREPARATION OF AGREEMENT

- 10.01 The parties hereto agree that this Agreement has been prepared by the combined efforts of the parties hereto and their respective attorneys, with all parties having been represented by counsel, and that the language used herein is not to be construed either in favor of, or against, any party hereto in the event that a Court determines that any provision of this Agreement is ambiguous, or otherwise.

SECTION 11. AUTHORITY TO ENTER INTO AGREEMENT

- 11.01 The parties hereto each represent and certify that this Agreement was approved by each party at a public meeting held in compliance with the Pennsylvania Sunshine Act; that the individuals identified below who sign this Agreement are authorized agents of each party; and that, following its execution by each party, this Agreement shall be legally binding upon each of the parties hereto.

SECTION 12. COMPLETE AGREEMENT AND ASSIGNMENT

- 12.01 This Agreement is the complete agreement of the parties and supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof. This Agreement may be amended or modified only in a writing signed by the parties hereto and approved by each party's governing board at a public meeting held in compliance with the Pennsylvania Sunshine Act.
- 12.02. Neither this Agreement, nor any of the County's rights or obligations hereunder, may be assigned to any other party by the County without the prior written consent of the School District.

SECTION 13. SAVINGS CLAUSE/SEVERABILITY

- 13.01 All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement and the remainder of this Agreement shall remain in full force and effect and binding on the parties hereto.


ATTEST:


Secretary, Board of School Directors

WARREN COUNTY SCHOOL DISTRICT


Board President/Vice President

WARREN COUNTY


Commissioner


Commissioner


Commissioner