
**MEMORANDUM OF UNDERSTANDING
BETWEEN**

Northern Regional Police Department

and

Pine-Richland School District

May 11, 2020

I. Introduction

A. Parties

The following Law Enforcement Authority or Authorities agree to follow the policies and procedures contained in this Memorandum of Understanding (hereinafter “Memorandum”):
Northern Regional Police Department.

The following School Entity or Entities agree to follow the policies and procedures contained in this Memorandum: **Pine-Richland School District.**

B. This Memorandum establishes procedures to be followed when certain incidents – described in Section II below – occur on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (such as a school bus) providing transportation to or from a school or school sponsored activity. This Memorandum also contains information related to a School Resource Officer (“SRO”) and SRO Position Description (Appendix A and B respectively). This Memorandum does not cover incidents that are outside of those school settings and create no substantial disruption to the learning environment.

C. The parties seek to foster a relationship of cooperation and mutual support and to maintain a safe school environment.

D. Legal Authority

1. The parties make this agreement as required by Article XIII-A of the Public School Code of 1949, popularly known as the “Safe Schools Act,” *as amended*, 24 P.S. §§13-1301-A—13-1313-A.

2. In so recognizing this legal authority, the parties acknowledge their respective duties pursuant to the Safe Schools Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.

3. Information From Student Records

a. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:

i. Criminal History Record Information Act, 18 Pa.C.S. § 9101 *et seq.*

- ii. The prohibition against disclosures, specified in section IV(C)(5) of this Memorandum.
- b. When sharing information and evidence necessary for the Law Enforcement Authority to complete its investigation, the School Entity shall:
 - i. Comply with the Family Educational Rights and Privacy Act (hereinafter “FERPA”), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. § 99.1 *et seq.*, and 22 Pa. Code §§ 12.31-12.33, including any amendments thereto.
 - ii. Comply with the requirements of the Safe Schools Act, 24 P.S. §§ 13-1303-A and 13-1313-A, and any amendments thereto.
 - iii. Complete reports as required by section 1303-A of the Safe Schools Act, 24 P.S. § 13-1303-A, and any amendments thereto.
- c. The School Entity may disclose personally identifiable information from an educational record of a student to the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate – to parents, students and the Family Policy Compliance Office¹ – what circumstance led it to determine that a health or safety emergency existed and why the disclosure was justified.

E. Priorities of the Law Enforcement Authority

1. Help the School Entity prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.
2. Investigate as appropriate all incidents reported to have occurred on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity. The investigation of all reported incidents shall be conducted in the manner that the Law Enforcement Authority, in its sole discretion, deems appropriate; but any investigation shall be conducted so as to involve as little disruption to the school environment as is practicable.
3. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption to the school environment as is practicable.

¹ Questions related to FERPA should be directed to the Family Policy Compliance Office within the U.S. Department of Education.

4. Establish and maintain a cooperative relationship with the School Entity in the reporting and resolution of all incidents described in Section II of this document.

F. Priorities of the School Entity

1. Help law enforcement prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.
2. Create a safe learning environment.
3. Establish and maintain a cooperative relationship with the Law Enforcement Authority in the reporting and resolution of all incidents described in Section II of this document.
4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.
5. The School Entity shall give the Law Enforcement Authority a copy of the School Entity's behavior support services procedures and invite Law Enforcement Authority representatives to behavior support trainings.

II. Notification of Incidents to Law Enforcement

The School Entity is required to notify law enforcement in specific situations listed in subsection A of this section, and has discretion over whether to notify law enforcement about incidents listed in subsection B of this section. Law enforcement's decision to investigate and file charges may be made in consultation with school administrators.

A. Mandatory Notification

1. The School Entity shall immediately notify the Law Enforcement Authority having jurisdiction where the offense occurred by the most expeditious means practicable of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:
 - a. The following offenses under 18 Pa.C.S (relating to crimes and offenses):
 - i. Section 908 (relating to prohibited offensive weapons).
 - a. The term "offensive weapon" is defined by section 908 of the Crimes Code as "[a]ny bomb, grenade, machine gun, sawed-off shotgun with a barrel less than 18 inches, firearm specially made or specially adapted for concealment or silent discharge, any blackjack, sandbag, metal knuckles, dagger, knife, razor or cutting instrument, the blade of which is exposed in an automatic way by switch, push-button, spring mechanism, or otherwise, any stun gun, stun baton, taser or other electronic or electric weapon or other implement for the infliction of serious bodily injury which serves no common lawful purpose." See 18 Pa.C.S. § 908(c) (relating to definitions).

- b. Consistent with section 908(b) of the Crimes Code (relating to exceptions), this reporting requirement does not apply to one who possessed or dealt with an offensive weapon solely as a *curio* or in a dramatic performance, or to one who possessed an offensive weapon briefly in consequence of having found it or taken it from an aggressor, or under circumstances similarly negating any intent or likelihood that the weapon would be used unlawfully.
- ii. Section 912 (relating to possession of weapon on school property).
 - a. The term “weapon” is defined by section 912 of the Crimes Code to include but is not limited to, a knife, cutting instrument, cutting tool, nunchuck stick, firearm, shotgun, rifle and any other tool, instrument or implement capable of inflicting serious bodily injury.
 - b. Consistent with section 912(c) of the Crimes Code (relating to defense), this reporting requirement does not apply to a weapon that is: (a) possessed and used in conjunction with a lawful supervised school activity or course; or (b) is possessed for other lawful purpose.
- iii. Chapter 25 (relating to criminal homicide).
- iv. Section 2702 (relating to aggravated assault).
- v. Section 2709.1 (relating to stalking).
- vi. Section 2901 (relating to kidnapping).
- vii. Section 2902 (relating to unlawful restraint).
- viii. Section 3121 (relating to rape).
- ix. Section 3122.1 (relating to statutory sexual assault).
- x. Section 3123 (relating to involuntary deviate sexual intercourse).
- xi. Section 3124.1 (relating to sexual assault).
- xii. Section 3124.2 (relating to institutional sexual assault).
- xiii. Section 3125 (relating to aggravated indecent assault).
- xiv. Section 3126 (relating to indecent assault).
- xv. Section 3301 (relating to arson and related offenses).
- xvi. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.
- xvii. Section 3502 (relating to burglary).

- xviii. Section 3503(a) and (b)(1)(v)(relating to criminal trespass).
 - xix. Section 5501 (relating to riot).
 - xx. Section 6110.1 (relating to possession of firearm by minor).
- b. The possession, use or sale of a controlled substance, designer drug or drug paraphernalia as defined in “The Controlled Substance, Drug, Device and Cosmetic Act,” *as amended*, 35 P.S. §§ 780-101—780-144, popularly known as the “Drug Act.” For purposes of this Memorandum, the terms “controlled substance”, “designer drug” and “drug paraphernalia” shall be defined as they are in Section 102 of the Drug Act. See 35 P.S. § 780-102 (relating to definitions).
 - c. Attempt, solicitation or conspiracy to commit any of the offenses listed in paragraphs 1 and 2 of this subsection.
 - d. An offense for which registration is required under 42 Pa.C.S. § 9795.1 (relating to registration).
2. In responding to students who commit an incident listed under section 1303-A(b)(4.1) of the Safe Schools Act(24 P.S. § 13-1303-A(b)(4.1)), a school entity may consider the propriety of utilizing available school-based programs, such as school-wide positive behavior supports, to address the student’s behavior. Nothing in this provision shall be read to limit law enforcement’s discretion.

B. Discretionary Notification

1. The School Entity may notify the Law Enforcement Authority having jurisdiction where the incident occurred of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:
 - a. The following offenses under 18 Pa.C.S (relating to crimes and offenses):
 - i. Section 2701 (relating to simple assault).
 - ii. Section 2705 (relating to recklessly endangering another person).
 - iii. Section 2706 (relating to terroristic threats).
 - iv. Section 2709 (relating to harassment).
 - v. Section 3127 (relating to indecent exposure).
 - vi. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.
 - vii. Section 3503(b)(1)(i), (ii), (iii) and (iv), (b.1) and (b.2) (relating to criminal trespass).

- viii. Chapter 39 (relating to theft and related offenses).
 - ix. Section 5502 (relating to failure of disorderly persons to disperse upon official order).
 - x. Section 5503 (relating to disorderly conduct).
 - xi. Section 6305 (relating to sale of tobacco).
 - xii. Section 6306.1 (relating to use of tobacco in schools prohibited).
 - xiii. Section 6308 (relating to purchase, consumption, possession, or transportation of liquor or malt or brewed beverages by a person under 21 years of age).
- b. Attempt, solicitation or conspiracy to commit any of the offenses listed in subsection (a).
2. In exercising its discretion to determine whether to notify law enforcement of such incidents, the School Entity may consider the following factors: the seriousness of the situation, the school's ability to defuse or resolve the situation, the child's intent, the child's age, whether the student has a disability and, if so, the type of disability and its impact on the student's behavior, and other factors believed to be relevant.

C. Law Enforcement Response to Notification

- 1. When notified of an incident listed in subsections A or B, law enforcement's decision to investigate and file charges, at the sole discretion of the Law Enforcement Authority, may be made in consultation with school administrators.
- 2. In determining whether to file charges, the Law Enforcement Authority is encouraged to consult with the District Attorney. Where appropriate under the law, part of this consultation may include a discussion about the availability or propriety of utilizing a diversionary program as an alternative to filing charges.

D. Notification of the Law Enforcement Authority when incident involves children with disabilities

- 1. If a child with a disability commits an incident of misconduct, school administrators and the Law Enforcement Authority should take into consideration that the child's behavior may be a manifestation of the disability and there may be no intent to commit an unlawful act. A child with a disability under this subsection shall mean a student with an IEP, a protected handicapped student with a service agreement that includes a behavior support plan, or such student for whom an evaluation is pending under 22 Pa. Code §§ 14.123 (relating to evaluation), 15.5 (relating to school district initiated evaluation and provision of services), 15.6 (relating to parent initiated evaluation and provision of services), or Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).
- 2. In the event a child with a disability commits a mandatory notification offense under Subsection A, the School Entity must provide immediate notification to the Law Enforcement Authority regardless of the disability. Such notification will state that the child has an IEP or a service agreement that includes a behavior support plan and may include the School Entity's recommendation that police intervention may not be required and advisement that

the School Entity will act to address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133 (relating to positive behavior support), 15.3 (relating to protected handicapped students—general) or 711.46 (relating to positive behavior support). The Law Enforcement Authority may take the recommendation under advisement but reserves the right to investigate and file charges.

3. In the event a child with a disability commits a discretionary offense under Subsection B and the School Entity does not believe that police intervention is necessary, the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133, 15.3 or 711.46.
4. In accordance with 34 CFR 300.535 (relating to referral to and action by law enforcement and judicial authorities), nothing will prohibit the School Entity from reporting an offense committed by a child with a disability to the Law Enforcement Authority, and nothing will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.
5. The School Entity, when reporting an offense committed by a child with a disability, should ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.
6. The School Entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

The general procedures outlined in this MOU will be implemented. The Pine-Richland administrative representative reporting the incident will discuss any other relevant factors on a case-by-case basis.

- E. Upon notification of the incident to the Law Enforcement Authority, the School Entity shall provide as much of the following information as is available at the time of notification. In no event shall the gathering of information unnecessarily delay notification:
 1. Whether the incident is in-progress or has concluded.
 2. Nature of the incident.
 3. Exact location of the incident.
 4. Number of persons involved in the incident.
 5. Names and ages of the individuals involved.
 6. Weapons, if any, involved in the incident.
 7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
 8. Injuries involved.
 9. Whether EMS or the Fire Department have been notified.
 10. Identity of the school contact person.
 11. Identity of the witnesses to the incident, if any.
 12. Whether the incident involves a student with a disability and, if so, the type of disability and its impact on the student's behavior.
 13. Other such information as is known to the school entity and believed to be relevant to the incident.

- F. No later than September 30 of each year, the School Entity shall assemble and make ready for immediate deployment to its Incident Command Post the following information for the purpose of assisting the Law Enforcement Authority in responding to an emergency:
1. Blueprints or floor plans of the school buildings.
 2. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads.
 3. Location(s) of predetermined or prospective command posts.
 4. Current teacher/employee roster.
 5. Current student roster.
 6. Most recent school yearbook.
 7. School fire-alarm shutoff location and procedures.
 8. School sprinkler system shutoff location and procedures.
 9. Gas/utility line layouts and shutoff valve locations.
 10. Cable/satellite television shutoff location and procedures.
 11. Other information the School Entity deems pertinent to assist local police departments in responding to an emergency

III. Law Enforcement Authority Response

- A. Depending on the totality of the circumstances, initial response by the Law Enforcement Authority may include:
1. For incidents in progress:
 - a. Meet with contact person and locate scene of incident.
 - b. Stabilize incident.
 - c. Provide/arrange for emergency medical treatment, if necessary.
 - d. Control the scene of the incident.
 - i. Secure any physical evidence at the scene.
 - ii. Identify involved persons and witnesses.
 - e. Conduct investigation.
 - f. Exchange information.
 - g. Confer with school officials to determine the extent of law enforcement involvement required by the situation.
 2. Incidents not in progress:
 - a. Meet with contact person.
 - b. Recover any physical evidence.
 - c. Conduct investigation.
 - d. Exchange information.
 - e. Confer with school officials to determine the extent of law enforcement involvement required by the situation.
 3. Incidents initially reported to the Law Enforcement Authority

If any incident described in sections IIA or IIB is initially reported to the Law Enforcement Authority, the Law Enforcement Authority shall proceed directly with its investigation, shall immediately notify the School Entity of the incident, and shall proceed as outlined in sections IIA through IIE.

B. Custody of Actors

1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer under any of the following circumstances:
 - a. The student has been placed under arrest.
 - b. The student is being placed under investigative detention.
 - c. The student is being taken into custody for the protection of the student.
 - d. The student's parent or guardian consents to the release of the student to law enforcement custody.
2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

IV. Assistance of School Entities

A. *In Loco Parentis*

1. Teachers, Guidance Counselors, Vice Principals and Principals in the public schools have the right to exercise the same authority as a parent, guardian or person in parental relation to such pupil concerning conduct and behavior over the pupils attending a school during the time they are in attendance, including the time required in going to and from their homes.
2. School authorities' ability to stand *in loco parentis* over children does not extend to matters beyond conduct and discipline during school, school activities, or on a conveyance as described in the Safe Schools Act providing transportation to or from school or a school sponsored activity.

B. Notification of Parent or Guardian

1. Parents or guardians of all victims and suspects directly involved in an incident listed under Section IIA or IIB shall be immediately notified of the involvement, and they shall be informed about any notification regarding the incident that has been, or may be, made to the Law Enforcement Authority.
2. The School Entity shall document attempts made to reach the parents or guardians of all victims and suspects directly involved in an incident listed under Section IIA or IIB.

C. Scope of School Entity's Involvement

1. **General Principles:** Once the Law Enforcement Authority assumes primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to protect the interests of the School Entity. The Law Enforcement Authority will keep the chief school administrator, or his designees, informed of the status of pending investigations.

2. Victims

- a. The School Entity shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow its policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.
- b. In the event a victim is interviewed by Law Enforcement Authority on school property, a guidance counselor, school administrator or similar designated personnel may be present during the interview.

3. Witnesses

- a. The School Entity shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow its policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.
- b. In the event a witness is interviewed by the Law Enforcement Authority on school property, a guidance counselor, school administrator or similar designated personnel should be present during the interview.

4. Suspects and Custodial Interrogation

- a. The School Entity shall help the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities.
- b. When a parent or guardian is not present, school authorities shall not stand *in loco parentis* (in the place of the parent/guardian) during an interview.
- c. If an interested adult cannot be contacted, the School Entity shall defer to the investigating Law Enforcement Authority, which will protect the student suspect's legal and constitutional rights as required by law.

5. Conflicts of Interest

- a. The parties to this Memorandum recognize that if a School Entity employee, contractor, or agent of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.
- b. Neither the individual that is the subject of the investigation, nor any person acting as his/her subordinate or direct supervisor, shall be present during Law Enforcement Authority's interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.
- c. Neither the individual who is the subject of the investigation, nor his/her subordinate(s) and/or direct supervisor(s), shall be informed of the contents of the statements made by student co-suspects, victims or witnesses, except at the discretion of the Law Enforcement Authority or as otherwise required by law.

D. Reporting Requirements

All school entities are required to submit an annual report, which will include violence statistics and reports, to the Department of Education's Office for Safe Schools. This annual report must include all new incidents described in Sections IIA and IIB. Before submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:

- a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.
- b. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall indicate any discrepancies between the report and police incident data.
- c. Prior to submitting the annual report, the chief school administrator and the police department shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department shall notify the chief school administrator and the office in writing.
- d. Where a police department fails to take action as required under clause a or b, the chief school administrator shall submit the annual report and indicate that the police department failed to take action as required under clause a or b.
- e. Where there are discrepancies between the School Entity's incident data and the police incident data, the following shall occur:

The relevant building administrator will review discrepancies with the Northern Regional Police Department.

V. General Provisions

- A. This Memorandum does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any other signatory authorities or entities, or their respective officers, employees, agents or representatives.
- B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties. It must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter.
- C. If changes in state or federal law require changes to this Memorandum, the parties shall amend this Memorandum.

D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.



Chief Law Enforcement Authority

Northern Regional Police Department

Law Enforcement Authority

 5/08/2020

Chief School Administrator

Pine-Richland School District

School Entity



School Principal

Pine-Richland High School

School Entity



School Principal

Pine-Richland Middle School

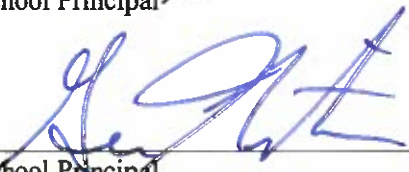
School Entity



School Principal

Eden Hall Upper Elementary School

School Entity



School Principal

Richland Elementary School

School Entity



School Principal

Hance Elementary School

School Entity



School Principal

Wexford Elementary School

School Entity

APPENDIX A

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ADDENDUM
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN

Northern Regional Police Department

And

Pine-Richland School District

Dated: May 11, 2020

- I. **Purpose:** This Addendum ("Addendum") to the Memorandum of Understanding ("MOU") between the Northern Regional Police Department ("NRPD") and the Pine-Richland School District ("District") shall set forth the general terms and conditions agreed to between the parties for the NRPD to provide a School Resource Officer ("SRO") to the District.
- II. **Term:** The NRPD shall provide the District with an SRO starting in the 2020-2021 school year. The initial term of the assignment shall be for a period of one (1) year, from July 1, 2020 to June 30, 2021.
- III. **Duties:** The duties of the SRO while on assignment for the District shall be governed by the MOU and a Job Description, which shall be collaboratively developed between the District and the NRPD.
- IV. **Work Days:** The SRO shall work all days in which students are scheduled to attend and any pre-scheduled staff in-service or training days at the discretion of the District. Any days in which students are not scheduled to attend or for which the District has not requested the presence of the SRO for an in-service or training day, the SRO shall report to the NRPD and assume responsibilities as directed by the Chief of Police, including the maintaining of any required trainings or certifications (i.e., SRO, SED/CPR, firearms training, etc.). Work hours shall normally be 7:00 a.m. - 3:00 p.m. unless mutually agreed upon by the District and the NRPD. Work hours may fluctuate to address the safety and security needs of the District on a particular day consistent with

APPENDIX A

NRPD Collective Bargaining Agreements ("NRPD CBA"). Any overtime assignments or hours shall be assigned and approved by the NRPD consistent with the NRPD CBA.

- V. **Employment Status:** The SRO shall remain an employee of the NRPD and shall not be an employee of the District. The District and the NRPD acknowledge that the school resource officer shall remain responsive to the chain of command of the NRPD.
- VI. **Substitute Coverage:** In the event that the regularly assigned SRO is unable to perform their duties for a period of time (i.e., daily, weekly, etc.) due to illness, injury, vacation, personal leave, training or other event that requires their absence, the NRPD shall provide to the District an alternate police officer with similar training and knowledge of the district to substitute for the regularly assigned SRO.
- VII. **Cost:** The cost associated with the salary, benefits, and other employment costs associated with the providing of the SRO shall be split between the District and the NRPD. The District shall be responsible for 80% of the identified costs and the NRPD shall pay the remaining 20%. Monthly invoices shall be provided by the NRPD to the District's Dir. of Financial and Operational Services for payment.
- VIII. **Renewal:** The term of the SRO assignment shall automatically renew for a period of one (1) year upon expiration of the above Term, unless the Termination provisions set forth below are executed by either party.
- IX. **Termination:** Either party may terminate the Addendum to the MOU for any reason upon sixty (60) days notice to the other party.
- X. **Insurance:** It is understood and agreed that during the term of this agreement and any renewal hereof, the NRPD shall purchase and maintain errors and omissions and general liability insurance at a minimum of \$1,000,000 per occurrence and \$2,000,000 annual aggregate per policy naming the District and its officers and employees, as additional insured and providing insurance coverage for all acts, omissions, and services performed by the SRO 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 NRPD shall provide written proof of said coverage prior to execution of this Addendum and any time thereafter on request of the District. The insurance provided by the NRPD shall be deemed primary coverage relating to the acts of the SRO and not excess. Irrespective of said agreement and covenant, the NRPD shall indemnify and hold the District 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 SRO under this contract.

APPENDIX A

- XI. Good Faith:** The District and the NRPD agree to cooperate in good faith in fulfilling the terms of this Addendum. Unforeseen difficulties or questions will be resolved by negotiation between the superintendent and the Chief of Police, or their designees.

APPENDIX B

Pine-Richland School District and Northern Regional Police Department SCHOOL RESOURCE OFFICER JOB DESCRIPTION

Purpose Statement

The position of school resource officer ("SRO") was established for the purpose of strengthening the comprehensive approach of the Pine-Richland School District ("PRSD") toward safety, security and a positive school culture in order to support student learning. That culture of safety is rooted in a broad, essential, sense of trust among students, teachers, administrators, staff, and the community. The actions of this position specifically can have a particularly impactful role in maintaining this balance of trust. The SRO is a sworn officer in the Northern Regional Police Department ("NRPD") with the primary assignment to work within the school(s) and on district properties. As a public school district, the primary responsibility for managing daily operations rests with the PRSD administration and staff. The SRO is a support to those operations and liaison between PRSD administrators and NRPD. This position must be filled by an officer who understands and values the culture of the school setting and can enhance that culture so that learning remains the primary purpose. A separation exists between the role of law enforcement and the operation of a school. The SRO reports to the NRPD Chief of Police and the PRSD Director of Human Resources & Legal Affairs.

Essential Functions

- Maintain a primary physical presence on the secondary campus and all district buildings in coordination with the PRSD Safety & Security Coordinators;
- Maintain a marked NRPD police vehicle on campus during the established work day;
- Display a positive demeanor, friendly style of interaction and role model behavior with students, staff and community during regular operations;
- Strictly adhere to confidentiality laws related to law enforcement and educational organizations (e.g., FERPA);
- Complete an annual series of professional development activities and training programs to strengthen understanding of relevant PRSD policies, administrative regulations, Discipline Code, Handbooks and student-related developmental characteristics that include understanding of disabilities (e.g., autism and emotional disturbance);
- Maintain current knowledge with critical resources and reference documents related to school safety and security (e.g., United States Secret Service, Department of Homeland Security and National Threat Assessment Center);
- Complete all required training and certifications relevant to a school setting (e.g., Mandated Reporter, Suicide Awareness and Prevention, CPI, First Aid, CPR/AED and NIMS);
- Demonstrate understanding of the Emergency Operations Plan for the district and all schools;
- Demonstrate understanding of the PRSD and NRPD Memorandum of Understanding;
- Provide passive monitoring of the daily operation of schools and the safety and welfare of students while on school grounds;
- Participate in regularly scheduled safety and security coordination meetings to ensure alignment between PRSD and NRPD (e.g., monthly alignment checks, quarterly key partner meetings and bi-annual executive session updates for the board of education in compliance with Act 55);
- Participate in all required police training necessary to maintain appropriate certification for SRO responsibilities within the schools and additional trainings deemed relevant by the District and NRPD ;
- Engage in a regular schedule of formal and informal evaluation and performance progress meetings - especially in the first year of the position - to ensure that knowledge, skills and

actions align with the purpose and function of the role (e.g., transition from bi-weekly to monthly to quarterly);

- Prepare documentation (e.g., incident and activity reports, security logs, etc.) for the purpose of providing written support and/or conveying information;
- Respond to emergency situations for the purpose of addressing immediate safety concerns (e.g., active situations involving potential perpetrators);
- Assist in the threat assessment process to help determine appropriate action in situations of potential emergency;
- Collaborate 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;
- Communicate school policies and enforcement to students, personnel, and visitors for the purpose of ensuring their understanding and the potential consequences of violation as appropriate and in coordination with PRSD administration;
- Explore the possibility of educational benefits (e.g., "DARE" type learning opportunity) as appropriate and in coordination with PRSD administration;
- Administer first aid for the purpose of providing immediate medical emergency care;
- When appropriate given the nature of alleged offense, referral by PRSD administration and consistent with the law enforcement requirements, investigate potential campus crimes and/or student-related community incidents for the purpose of resolving conflicts and/or referring to an outside agency for resolution;
- When appropriate given the nature of alleged offense, referral by PRSD administration and consistent with the law enforcement requirements, arrest individuals suspected of engaging in illegal activities for the purpose of apprehending suspects and preventing further illegal activities;
- Collaborate with the PRSD Safety & Security Coordinators to assess campus security functions for the purpose of providing training and/or evaluate work activities of security personnel;
- Assist in the coordination among campuses for security during special events and activities K-12 (e.g. Halloween parade or other large community event during the school day);
- Testify in court proceedings for the purpose of providing information and documenting of illegal activity;
- Assist community law enforcement personnel for the purpose of supporting them in the completion of their work activities within the school environment;
- Patrol school facilities (e.g., grounds, roads, building, adjacent areas, etc.) for the purpose of providing administrative visibility, maintaining security, and deterring crime;
- Assist with emergency operations of school facilities designated as shelters for the purpose of providing safe healthy shelters during natural and man-made disasters;
- Strengthen community perception of safety without negatively impacting student perception of safety;
- Provide written updates as required by PRSD administrators and NRPD leadership on a mutually-agreed upon template;

QUALIFICATION REQUIREMENTS: *To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

EDUCATION & EXPERIENCE

High School Diploma or GED, Graduate of a Municipal Police Officers' Education and Training Commission (MPOETC) Academy. Police Officer with the Northern Regional Police Department. Prior law enforcement experience required. Previous experience working with adolescents. Current

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clearances as required by Pennsylvania School Code. Experience or training in conflict resolution is highly desirable.

CONFIDENTIALITY

Respect and maintain the privacy of staff and students. Keep records and personal communications secure and confidential. Be knowledgeable of and comply strictly with all laws and legal requirements regarding confidentiality of student and personnel records (i.e., FERPA and HIPAA).

LANGUAGE SKILLS

Ability to write both routine and complex reports and correspondence. Ability to communicate effectively, both orally and in writing, with law enforcement and emergency responders, employees, contractors, subcontractors, suppliers, school district staff and Board of Education.

COMPUTER SKILLS

Proficient with computer applications, including the use of spreadsheets, word processors, presentation templates, and conduct internet research. Proficiency or ability to obtain proficiency with use, programming and operation of district video surveillance, door entry, alarm/monitoring and other related security systems and related software.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals. Ability to apply ratio, percent, probability and estimation concepts. Possess an understanding of, and the ability to interpret for others, statistical information.

REASONING ABILITY

Ability to monitor a situation, assess, and respond accordingly using clear judgement and appropriate level of action. Ability to apply common sense understanding to potentially technical situations. Ability to establish priority ordering of tasks necessary to complete a project and convey these understandings and priorities to others. Ability to solve problems and deal with a variety of variables in stressful situations. 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.

OTHER SKILLS & ABILITIES

Ability to develop effective and cooperative working relationships with emergency responders, co-workers, students, school staff and the school community, including those from diverse backgrounds. Ability to perform duties with awareness of and in compliance with all district and department rules and procedures, Board of Education policies, and applicable laws and accounting standards.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to reach with hands and arms. The employee regularly is required to stand, walk, sit, and talk and hear. The employee is occasionally required to use hands to finger, handle, or feel objects, tools, or controls; climb or balance;

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and stoop, kneel, crouch, or crawl. The employee may occasionally lift up to 40 lbs and or push/pull up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, and peripheral vision. The employee needs to be able to tell where a sound is coming from and hear in a noisy environment. Employee will be required to periodically visit school building sites and maintenance facilities for meetings, inspections and reviews. Employee will be required to travel to and respond to security issues where and when they occur. Employee may be required to participate in training for and be able to implement de-escalation techniques.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is moderate to occasionally loud. The employee is frequently required to interact with the public and other staff. Ability is also required to work with a significant diversity of individuals and/or groups.

The information contained in this job description is in compliance with the American with Disabilities Act (A.D.A.) and does not constitute an exhaustive list of the duties performed for this position. Additional duties may be assigned.

