

**School Resource Officer Agreement Between
West Chester Police Department
-and-
West Chester Area School District**

January 1, 2023-June 30, 2027

Agreement for School Resource Officers

This Agreement, made this day of _____, by and between the **Borough of West Chester** (the “Borough”), Chester County, Pennsylvania, a municipal corporation, having its principal office at 401 E. Gay Street, West Chester, PA 19380 and **West Chester Area School District** (the District), a quasi-municipal corporation having its principal office at 782 Springdale Drive, Exton PA.

WITNESSETH:

Whereas, the Borough operates a municipal police department in accordance with the laws of the Commonwealth of Pennsylvania; and,

Whereas, the District operates Henderson High School in West Chester Borough, and East Bradford Elementary and Hillsdale Elementary Schools in East Bradford Township, Pennsylvania; and,

Whereas, the Borough and the District desire to implement policing services through School Resource Officers within the District; and,

Whereas, the District is willing to reimburse the Borough for services set forth in this agreement; and,

Now, therefore, in consideration of the mutual promises set forth herein and intending to be legally bound hereby, the Borough and the District agree as follows:

- 1. Borough Provides Services:** The Township will provide a minimum of one (1) School Resource Officer (SRO) during the school year that will provide full-time coverage during the school year at the Henderson High School campus. The school year is defined in accordance with the District’s calendar and shall include all days and times when students are in attendance as modified from time to time by the District. The SROs shall be and remain a full-time employee of the Borough. The SRO shall be available to

perform his or her job duties at the District's schools previously identified, as well as others within their jurisdiction, East Bradford Elementary School and Hillsdale Elementary School, as time permits, and at the request of the School District; to be present at school functions and extracurricular events which occur within the Borough.

- 2. Duties of the SRO:** The purpose and intent of the SRO program is to establish a positive working relationship in cooperative effort to prevent juvenile delinquency and assist in student development, maintain a safe and secure environment on school campuses which will be conducive to learning, and promote positive attitudes regarding the police role in society. Accordingly, the SROs shall:
- A. Abide by District policies and consult with and coordinate activities through school principals and other school administrators, and in collaboration with District Campus Safety Officers (CSOs). However, the SROs shall remain fully responsive to the chain of command of the Borough Police Department in all matters related to employment and supervision and shall at all times abide by the Rules, Regulations, Policies and Collective Bargaining Agreement of the Borough Police Department. The Parties acknowledge and agree that the SROs are not "school officials" for purposes of records disclosure under the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.
 - B. The District will provide an office for use by the SRO that will include a telephone, desk, an area to utilize a laptop computer (with access to internet service), and a private area to conduct interviews.
 - C. Refrain completely from functioning as a school disciplinarian. If a principal or other school official within the District believes an incident is a violation of the law, the principal or official shall contact the SRO, who shall determine whether law enforcement action is appropriate.
 - D. Develop expertise in presenting various subjects, such as understanding of federal, state and local laws and duties of the various law enforcement officers
 - E. When possible, make themselves available for conferences with student, parents, faculty members and school administrators to assist them with problems of a law enforcement or crime prevention nature.
 - F. Confer with principals, CSOs, and other school district administrators to develop plans and strategies to prevent and/or minimize dangerous situations on or near school property. Review and make recommendations for revisions to School Safety manuals and procedures.
 - G. Perform duties as may be assigned by the Borough's Chief of Police.
 - H. Abide by District Policy, provided the same is not contrary to any law, concerning interviews, should it become necessary to conduct formal police interviews with students or staff on school property or at school functions under the jurisdiction

of the District. Copies of all pertinent WCASD policies will be available to the SRO(s).

- I. Take law enforcement action as necessary and notify the principal or other District administrators as soon as possible.
- J. Dress in their police uniform while performing SRO duties, in order to reaffirm his or her role as a law enforcement officer. The uniform will also be worn at events where it will enhance the image of the officer and his or her ability to perform his or her duties. The SROs shall at all times, wear their badges, to demonstrate they are duly sworn Borough Officer.
- K. Be responsible for supplementing law enforcement activities at District extracurricular events which occur within the Township, upon request of the School District Administration.
- L. File reports required by the Township Chief of Police.
- M. Notify principal or designee if leaving campus for other police related emergency.
- N. Serve as a confidential source, consistent with standard police policy of counseling to students concerning problems which may involve law enforcement issues.
- O. Participate in student support teams and groups that focus on peer mediation, individual student behavior, drug awareness, etc.
- P. Participate in and assist with directing traffic flow at the beginning and end of the school day to ensure safety of vehicular and foot traffic, working cooperatively with other members of the Police Department, when necessary.
- Q. Promote an environment within the School District where teachers feel safe to teach and students feel safe to learn

3. COOPERATION WITH OTHER POLICE JURISDICTIONS AND LAW ENFORCEMENT

OFFICIALS. The SROs shall furnish information, reports, physical assistance, or any other aid as might be required to the Borough's police department. The SROs shall also have and be authorized to exercise such extraterritorial powers as are invested in a Borough police officer by law.

4. QUALIFICATIONS AND SELECTION OF SROs. The preferred SRO candidate shall have experience working with the Borough Police Department or have similar law enforcement experience. The SROs shall have comprehensive knowledge and experience with:

- A. Police methods and public administration

- B. Police equipment, firearms, weapons, less than deadly force methods, communications equipment, etc.
- C. Applicable constitutional and state laws, the Pennsylvania Juvenile Act, local laws and ordinances.
- D. The SROs should be creative and flexible in dealing with the needs of youth of various ages and from a variety of cultural backgrounds. The SROs must have strong verbal communications and interpersonal skills. He or she must be capable of communicating with all members of the community, including private citizens, elected officials, business owners, etc. Experience working with children, especially teens shall be preferred.
- E. The SROs must hold a Pennsylvania municipal Police Officer's Training Certificate (ACT 120) and a valid Driver's License. After being appointed as an SRO, they must attend training by N.A.S.R.O. and obtain the School Resource Officer basic certification or equivalent program meeting or exceeding the Pennsylvania Commission on Crime and Delinquency mandates.

5. SUPERVISION AND TRAINING OF SROs

- A. The SROs shall continue to be a full-time employee of the Borough Police Department under the sole and direct supervision of the Borough Chief of Police or his/her designee.
- B. The SROs shall not be considered to be an employee of the District and therefore will not be responsible to perform responsibilities of District employees such as school disciplinarian, truant office, hall monitor, etc.
- C. SROs must provide the District with the following background checks:
 - a. Pennsylvania State Criminal History Record
 - b. FBI Criminal History Report
 - c. Pennsylvania Child Abuse History Clearance

6. Term of Agreement. This Agreement will commence at the signing of the document by both parties and terminate on June 30, 2027. Notwithstanding the above, the District and the Borough shall have the right in their absolute discretion to terminate the Agreement upon ninety (90) days' written notice in the event the program is not funded in either parties' annual budget.

7. WORKING SCHEDULE OF SRO: The SRO shall be a full-time employee of the Township Police Department. At all times when school is in session, the SROs should be assigned by the Chief of Police to the District in accordance with this Agreement.

- A. The SROs shall work 40 hours a week, during school hours on school days, unless the hours of the SRO are adjusted so that the SRO will be available during District events. All requests to divide the SRO's working hours between normal school hours and others times by the District will be made in writing by the District to the Chief of Police at least three (3) weeks in advance of the event.
- B. During school holidays, in-service days, snow days and summer recess of the District, the SROs shall report to regular duty to the Township Police Department.

8. PAYMENT FOR POLICE SERVICES

- A. For the remaining portion, January 1- June 30, of the 2022-23 school year, the District shall make two payments of \$18,750, at or near the following dates to the Borough:
 - a. January 1
 - b. April 1
- B. For the 2023-24 school year, the School District will make three payments annually, of \$25,000 each, at or near the following dates to the Township:
 - a. August 1
 - b. November 1
 - c. March 1
- C. Each subsequent year of this Agreement, the amount of compensation will be increased annually by the District's Adjusted Index Listing pursuant to ACT 1 of 2006 Index as published by the State Department of Education and reflected in each payment for each subsequent year until the end of the agreement, June 30, 2027.

9. PERFORMANCE. In the event the District feels an SRO is not effectively performing his/her duties District Administration and the Chief of Police will attempt to mediate or resolve any problems that may exist. Ultimately, upon request of the District, the SRO will be replaced with another qualified member of the Police Department.

10. LIABILITY INSURANCE. The Borough shall, during the term of this Agreement, have in place a police professional liability insurance policy applicable to all claims or actions that may be brought against the SROs, the Borough and/or the Borough Police Department and which specifically encompasses the individual designated as the SRO. The District shall be named as an additional insured with regard to the SRO's actions, services or omissions provided pursuant to this Agreement and said policy shall provide insurance coverage for the District for all claims, suits, damages, fees or expenses (including cost of defense) arising out of an such acts, services or omissions of the SRO and/or the Township. The amount of such police professional liability insurance shall be a minimum of Five Million Dollars (\$5,000,000).

The District shall, during the term of this Agreement, have in place a general liability insurance policy applicable to all claims or actions that may be brought against the District, its employees, servants, workmen, agents, representatives and independent contractors and which specifically encompass all individuals who work with the SRO. The Borough Police Department and the Borough shall be named as an additional insured in-so-far as the SRO is requested by any District employee, agent or representative to participate and does participate in any District activity upon which a claim or action may be brought. Said policy shall provide insurance to the Borough Police Department and the Borough for all claims, suits, damages, fees or expenses (including cost of defense) arising out of such acts, services or omissions of the District, its employees and agents. The amount of the liability coverage shall be a minimum of Five Million Dollars (\$5,000,000).

11. SRO DUTIES AS POLICE OFFICER. Neither the terms of this Agreement nor the description of the SRO's duties shall be construed as a limitation upon the SRO's ability and/or duty to investigate fully and respond fully as a police officer to any situation that he or she might encounter in the course of performing his or her duties as the SRO and to which he or she would otherwise be expected to respond as duly empowered Borough Police Officer. Also, in the event of a Township emergency the SRO can be pulled back to police duty by the Chief of Police.

12. DISCLAIMER OF LIABILITY; INDEMNIFICATION. The Borough will indemnify, defend and hold harmless the District and any of its agents, officers and employees in their respective individual and official capacities, of, from and against any claim, demand, action, cause of action, suit, loss, cost, damage, expense (including reasonable attorneys' fees and disbursements), liability, and/or judgment, on account of any bodily injury (including death), property damage and personal injury in violation of civil rights and on account of the negligence of the SRO or any of those acts of the SRO for which the Borough is insured under its police professional liability insurance.

The Borough shall not indemnify or defend the District for any damages or expenses of any nature arising or on account of this Agreement and the SRO program if the damages or expenses were caused solely by the negligent or intentional acts of the District, its employees, servants, workmen, agents, representatives and/or independent contractors.

This Agreement and the actions of the SRO and the Borough hereunder are not intended to, and shall not be construed to, confer upon the Borough or the SRO the care, custody or control or possession of any real property of the District at any time.

The District will indemnify, defend and hold harmless the Borough and any of its, agents, officers and employees in their respective individual and official capacities, of, from and against any claim, demand, action, cause of action, suit, loss, cost, damage, expense (including reasonable attorneys' fees and disbursements), liability, and/or judgment, on account of any bodily injury (including death), property damage and personal injury in violation of civil rights and on account of the negligence of the District and its employees, servants, workmen, agents, representatives and independent contractors for which the School District is insured under its liability insurance.

The District shall not indemnify or defend the Township for any damages or expenses of any nature arising from or on account of this Agreement or the SRO program if caused solely by the negligent or intentional acts of the SRO.

The parties expressly intend that there shall be no third party beneficiaries of this Agreement. The limited rights to indemnification and defense and the provisions for liability insurance set forth above shall not be construed as a waiver of either's party's right to immunity from liability.

13. INTEGRATION. This Agreement contains the entire understanding of the Township and the District concerning the subject matter hereof.

14. MODIFICATION. This Agreement shall not be altered, amended, changed or modified, except in writing, executed by both parties.

15. SEVERABILITY. If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement. In all other respects, this Agreement shall be valid and shall continue in full force, effect and operation.

IN WITNESS WHEREOF, the duly authorized Officers of the parties have caused duplicate originals by the duly authorized officers.

BOROUGH OF WEST CHESTER BOARD OF COUNCIL

By: _____

President

Attest: _____

Board Secretary

WEST CHESTER AREA SCHOOL DISTRICT

By: _____

President

Attest: _____

Board Secretary

