

**SCHOOL RESOURCE OFFICER  
MEMORANDUM OF UNDERSTANDING**

This Agreement is made, this 19th day of March, 2019 by and between the Warwick School District (hereinafter "School District"), and the Lititz Borough Police Department (hereinafter "Police Department) as follows:

WITNESSETH:

WHEREAS, the Police Department agrees to provide the School District a School Resources Officer Program in the School District; and

WHEREAS, the School District and the Police Department desire to set forth in this school resource officer agreement the specific terms and conditions of the services to be performed and provided by the school resource officers in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**1. Cost of the School Resource Officer Program.**

A. The cost of the school resource officer program will be shared by the School District and the Police Department. The district will pay the following over the course of the binding three-year agreement:

2019-2020: \$45,000

2020-2021: \$47,000

2021-2022: \$49,000

**2. Employment of School Resource Officers.**

A. School resource officer shall be employees of the Police Department and shall be subject to the administration, supervision and control of the Police Department.

B. School resource officer shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this agreement.

C. Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline school resource officers.

D. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the school resource officer positions to the chief of police who shall assign such officers. If a principal is dissatisfied with a school resource officer who has been assigned to that principal's school, then that principal may request that the chief of police assign a different officer as the school resource officer for that school.

E. One school resource officer shall be assigned to each regular high school of the School District.

**3. Duty Hours.**

A. School resource officer duty hours shall be determined by the provisions of the labor agreement between the Police Department and the School District. Whenever possible, it is the intent of the parties that the school resource officer's duty hours shall conform to the school day.

- B. It is understood and agreed that time spent by school resource officers attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as a school resource officer shall be considered as hours worked under this agreement.
- C. In the event of an emergency, if one or more school resource officers are ordered by the Police Department to leave their school during normal duty hours as described above and to perform other services for the Police Department, then the time spent shall not be considered hours worked under this agreement. In such an event, the compensation paid by the School District to the Police Department shall be reduced by the number of hours of school resource officer service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.
- D. In the event a school resource officer is absent from work, the school resource officer shall notify his or her supervisor in the Police Department and the principal of the school to which the school resource officer is assigned. The Police Department will assign another school resource officer qualified officer, if available, to substitute for the school resource officer who is absent beginning with the sixth consecutive day of absence.

#### **4. Term of Agreement.**

The term of this agreement is three years commencing at the beginning of the school year August 2019 and ending at the end of the school year June 2022.

#### **5. Duties of School Resource Officers.**

The school resource officer's duties will include, but not be limited to, the following:

- A. To be an extension of the principal's office for assignments consistent with this agreement.
- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus.
- C. To act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- D. To provide a classroom resource for law education using approved materials.
- E. To be a resource for students, which will enable them to be associated with law enforcement, figure in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.
- G. To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- H. To document activities of all school resource officers on and off campus and as a compiler of a monthly report to be provided to the Police Department and to the principal of the assigned school.

- I. Will not be involved in ordinary school discipline, unless it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the school resource officer agree that the school resource officer's assistance is needed to maintain a safe and proper school environment would the principal request school resource officer involvement.
- J. If the principal believes that in a given situation or incident there is a law violation, the principal may request school resource officer involvement.
- K. It will be the responsibility of the school resource officer to report all crimes originating on campus. Information on cases that are worked off-campus by the Police Department or other agencies involving students on a campus served by a school resource officer will be provided to the school resource officer, but the school resource officer will not normally be actively involved in off-campus investigation(s).
- L. Will coordinate his/her actions with the administrator for law enforcement cases.
- M. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the campus school resource officer.
- N. Will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youths and their families. Referrals will be made when necessary.
- O. Will, with the principal, develop plans and strategies to prevent and/or minimize dangerous situations that might result in student unrest.
- P. Will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- Q. Is first and foremost a law enforcement officer. This fact must be constantly reinforced.
- R. May be asked to provide community wide crime prevention presentations that include, but are not limited to:
  - Drugs and the law – Adult and juvenile;
  - Alcohol and the law – Adult and juvenile;
  - Sexual assault prevention;
  - Safety programs – Adult and juvenile; and
  - Assistance in other crime prevention programs as assigned.
- S. Will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.
- T. Will wear their department authorized duty weapons in accordance with department policy.

#### **6. Chain of Command.**

- A. As employees of the Police Department, school resource officer will be subject to the chain of command of the Police Department.

- B. In the performance of their duties, school resource officer shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.
- C. The school resource officer will work in conjunction with the Warwick School District Chief of Police, the Director of Secondary Education, the Assistant Superintendent, and the Superintendent.

## **7. Transporting Students**

- A. School resource officer 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 officer shall not transport students in their personal vehicles.
- C. School resource officer shall notify school personnel upon removing a student from campus.

## **8. Access to Education Records.**

- A. School officials shall allow school resource officer 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: \_\_\_\_\_

Warwick School District – Dr. April Hershey, Superintendent  
School Entity

By: \_\_\_\_\_

Warwick School District – Dr. Ryan Axe, Director of Secondary Education  
School Entity

By: \_\_\_\_\_

Lititz Borough Police Department – Kerry Nye, Chief of Police  
Law Enforcement Agency