MONTOURSVILLE AREA SCHOOL DISTRICT SCHOOL BOARD WORK SESSION TUESDAY, OCTOBER 25, 2022 7:00 P.M.

MONTOURSVILLE AREA SCHOOL DISTRICT

AGENDA

- I. Call to Order
- II. Presentation
- III. Public Comments. Residents and Tax Payers may comment on matters of concern, official action or deliberating before the board. Each member of the Public will be provided one unpaused three-minute time frame.
- IV. Action Items
- V. Information Items

Montoursville Area School District School Board Agenda October 25, 2022 7:00 PM Montoursville Area High School

General:

- G-1 Approval of an agreement between Montoursville Area School District and Commonwealth University of Pennsylvania. (Attachment)
- G-2 Approval of the Job Description for Security Guards. (Attachment)
- G-3 Approval of the Job Description for a Captain of the Security Guards. (Attachment)

Policies:

PY-1 Approval of the first readings of the following Policies: (Attachment)

Policy 805.1 Relations with Law Enforcement Agencies Policy 805.2 School Security Personnel

Discussion on when to have a meeting at Plunketts Creek.

ATTACHMENTS

GUARANTEED ADMISSIONS AGREEMENT BETWEEN COMMONWEALTH UNIVERSITY OF PENNSYLVANIA and MONTOURSVILLE AREA SCHOOL DISTRICT

THIS AGREEMENT made and entered into this day of	, 2022
between Commonwealth University of Pennsylvania of the State System	n of
Higher Education (including Bloomsburg, Lock Haven, and Mansfield	campuses)
and Montoursville Area School District.	

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises hereinafter expressed and intending to be legally bound hereby, the Parties agree as follows:

A. INTRODUCTION AND STREET AND A SCHOOL DISTRICT

Commonwealth University of Pennsylvania and Montoursville Area School District (hereinafter referred to as "Commonwealth University and "MASD") agree to establish this Guaranteed Admissions agreement. MASD students who apply for admission to and graduate from MASD are guaranteed admission to Commonwealth University on the condition they graduate from Montoursville Area School District, apply to Commonwealth University by December 15 of the students' senior year, and satisfy all application requirements to the major at Commonwealth University.

Nursing and some science programs remain selective and have enrollment capacities. It is critical students apply as early as possible to these majors to receive early consideration for admission.

Commonwealth University will recognize and reward students for their academic preparation at MASD by awarding a tiered scholarship merit program for MASD graduates. The following criteria for admission and scholarship consideration must be met:

- 1. Apply for admission to Commonwealth University no later than December 15 of the students' senior year.
- 2. Graduate from Montoursville Area School District.

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- 3. Commonwealth University will award 4 tiers of academic merit scholarships to MASD graduates according to the following academic preparedness of the student applicant:
 - i. Tier 1 95% or above cumulative GPA at MASD \$28,000; \$7,000 annually
- ii. Tier 2 90-94% cumulative GPA at MASD \$24,000; \$6,000 annually

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- iii. Tier 3 85-89% cumulative GPA at MASD \$16,000; \$4,000 annually
- iv. Tier 4 80-84% cumulative GPA at MASD \$12,000; \$3,000 annually
- 4. MASD scholarship recipients must remain enrolled full-time at Commonwealth University for a minimum of 12 credits per academic semester and must maintain an overall GPA of 2.50 at Commonwealth University to remain eligible for the scholarship.
- 5. The scholarship is renewable for up to four (4) academic years, or eight (8) consecutive fall and spring academic semesters, if the criteria in #4 above are met.
- 6. Commonwealth University will guarantee on-campus housing at the Bloomsburg, Lock Haven, or Mansfield campuses, for up to four (4) years of full-time student enrollment.

The purposes of this agreement are:

- 1. To establish a Guaranteed Admissions Agreement to recognize and reward the academic preparation of all Montoursville Area School District graduates in their pursuit of higher education.
- 2. To enable graduates of Montoursville Area High School to build upon their education and training by earning a baccalaureate degree in a seamless educational partnership.
- 3. To enable Commonwealth University to attract a more diverse population of students who have already demonstrated academic success.
- 4. To enable MASD graduates to obtain a quality education at a low cost, and, in doing so, provide the commonwealth with additional qualified graduates.
- 5. To ensure recognition of the continuity of academic progress, consideration for the transferability of credits between secondary and post-secondary institutions, and to reward strong academic performance during the students' high school career.

B. PROCEDURES

MASD agrees to publicize this Guaranteed Admissions Agreement to students in its school district communications and correspondence, and to inform qualified, matriculating students of the opportunity for admission to, and scholarship qualifications, at Commonwealth University under the terms of this agreement. Commonwealth University will recognize student attendance at the Bloomsburg, Lock Haven, and Mansfield campuses.

MASD students must enroll no later than the fall semester immediately following their high school graduation. They cannot attend another two-year or four-year institution after graduating from MASD. Otherwise, the Guaranteed Admissions and matching scholarship is null and void.

MASD students must complete the Commonwealth University Application for Admission by December 15 of their senior year to qualify for the Guaranteed Admissions and scholarship criteria. Late applicants who apply for admission after that deadline may not be considered as part of the agreement and scholarship criteria.

The following items are the responsibility of students participating in the Guaranteed Admissions program:

- 1. Graduate from Montoursville Area School District with a minimum overall grade point average that satisfies the academic standards of the school district and The Pennsylvania Department of Education.
- 2. At the time of application, provide transcripts of all courses completed up to and including the current grade reporting period.
- 3. Upon graduating from MASD, provide official final transcripts to Commonwealth University.
- 4. MASD students must complete the Commonwealth University
 Application for Admission by December 15 if enrolling for the following
 fall semester, and to be considered for the Guaranteed Admissions and
 scholarship award criteria. Admission under this agreement will be
 contingent upon completing items 1 to 3, above, and graduation from
 Montoursville Area School District.
- 5. Pay the required advanced deposit to hold a seat for the initial semester of admittance.
- 6. Pay Commonwealth University's tuition and fees for those semesters in which they are registered for courses at Commonwealth University.

C. CONDITIONS OF THE AGREEMENT

- 1. A Program Coordinator shall be identified at MASD and Commonwealth University who will assist all students in transition regarding the application process, housing requirements at Commonwealth University, major selection and campus location, academic advising, and consideration for a scholarship award to Commonwealth University.
- 2. The term of this agreement shall be five (5) years commencing when all applicable signatures are obtained. The first cohort of eligible MASD students to participate in this agreement will be part of the graduating Class of 2023 who will enroll at Commonwealth University for the Fall 2023 academic semester
- 3. Any MASD student who has successfully earned credits through dual enrollment programs at Bloomsburg, Lock Haven, or Mansfield Universities, or at other two-year or four-year accredited institutions, will have those credits appropriately applied to their major of study, once a major is declared and the student is accepted to Commonwealth University.

- 4. Either institution may withdraw from the agreement upon written notification of the other, with exception to commitments already in effect for students who have applied to Commonwealth University. Such commitments will be honored. In the event of a substantial breach, such as, a lack of response to requests for information and or adequate participation, either party may terminate this agreement.
- 5. The relationship of the parties to this contract shall not be construed to constitute a partnership, joint venture, or any other relationship, other than that of independent contractors.
 - 6. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
 - 7. Neither of the parties shall assume any liabilities as a result of this agreement. As to liability to each other, death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit Commonwealth University of Pennsylvania's rights, claims or defenses, which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania or of the Pennsylvania State System of Higher Education or Commonwealth University.
 - 8. This agreement represents the entire understanding between the parties. This agreement can be modified only in writing with the same formality as the original agreement.
- 9. This agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

In WITNESS WHEREOF, the parties hereto have caused this agreement to be executed pursuant to due and legal action authorizing the same to be done the date first written above.

Commonwealth University of	Montoursville Area School District:
Pennsylvania:	
•	•
President	Superintendent
Commonwealth University	Montoursville Area School District
Date:	Date:
Provost and Senior VP, Academic Affairs	High School Principal
Commonwealth University	Montoursville Area School District
Date:	Date:
University Legal Counsel	
Date:	



Job Title:	Security Guard	Job Category:	Support Staff
Department/Group:	Security	Qualifications:	Retired/Experienced State Police Trooper or Municipal Police Officer or equivalent military service Weapons Qualifications Act 120 Certification
Location:	All District Schools	Travel Required:	As needed
Reports to:	Superintendent of Schools	Evaluated by:	Performance of this job will be evaluated by the Superintendent in accordance with provisions of the applicable policies of
teraced More a		Lagors#	the school district.

Terms of Employment:

Salary, work schedule, days of employment and other conditions of employment as determined by the Superintendent and applicable policies

Job Description

PRIMARY FUNCTION

The Security Guard will actively monitor district schools, property, and area surrounding schools in order to deter crimes against students, staff, or property. The security guard will monitor and patrol both interior and exterior of the building to ensure a safe learning and teaching environment for the students and staff. The individual will promote a positive rapport with students, staff, and community. The individual will be prepared to actively protect and defend all person under any violent critical incident in our schools including the use of deadly force.

ESSENTIAL FUNCTIONS

1.0 STUDENTS

- 1.1 To serve as a positive role model through interaction and accessibility to students.
- 1.2 To create a safe learning and teaching environment.
- 1.3 To promote a positive rapport with students.
- 1.4 To protect students in the event of a violent critical incident.
- 1.5 To use deadly force if necessary.
- 1.5 To respond to district emergencies and/or violent critical incidents at district facilities or on school buses.
- 1.6 To monitor the perimeter, parking lots, and nearby surroundings of the schools.
- 1.7 To be present at the schools during regular times and hours of operation and after school operations as scheduled.

2.0 STAFF AND PERSONNEL

- 2.1 To serve as a positive role model through interaction and accessibility to staff.
- 2.2 To create a safe learning and teaching environment.
- 2.3 To be present at the schools during regular times and hours of operation and after school operations as scheduled.



- 2.4 To confer with the Superintendent, building principals, or supervisors prior to taking any action not related to a violent critical incident.
- 2.5 To perform other duties as assigned by the Superintendent.

3.0 CURRICULUM AND INSTRUCTION

- 3.1 To serve as an instructor of safety and security related education as requested.
- 3.2 To lead in-service trainings, educate staff relative to crime and justice issues, and provide other training as requested.

4.0 BUSINESS AFFAIRS AND BOARD RELATIONS

- 4.1 To review and assist in the implementation of the District's All Hazards Plan.
- 4.2 To serve on the building level threat assessment teams and other committees as requested.
- 4.3 To conduct periodic safety and security inspections and make recommendations for improvements as necessary.

5.0 COMMUNITY RELATIONS

- 5.1 To attend school activities and events at the request of administration to provide and enhance security.
- 5.2 To act as liaison between the District, local communities, and local law enforcement agencies.
- 5.3 To serve as a positive role model through interaction and accessibility to community.

6.0 PROFESSIONAL GROWTH

- 6.1 Maintains professional competence through district provided or other approved professional development activities.
- 6.2 Maintain all necessary qualifications associated with armed security personnel in schools.

Position Specifications

PHYSICAL DEMANDS

- Sitting and standing for extended periods
- Move throughout the building and grounds as necessary without reasonable accommodation
- Perform when confronted with a violent critical incident

SENSORY ABILITIES

- Visual acuity to read correspondence, computer screen, etc.
- Auditory acuity to be able to use the telephone and communicate
- Ability to speak clearly and distinctly to individuals, small groups and large groups
- Comprehension and ability to understand situational awareness

TEMPERAMENT

- Ability to work as a member of a team
- Must be courteous and able to deal effectively with students and adults
- Must be cooperative, congenial, and service-oriented
- Ability to work in an environment with frequent interruptions and periodic high stress situations
- Ability to act in a violent critical incident

SPECIFIC SKILLS

- Must adhere to the ethical standards of the profession
- Must have weapons qualifications
- Use deadly force when necessary

COGNITIVE ABILITY

- Ability to follow written and oral directions
- Ability to complete assigned tasks with minimal supervision
- Ability to use correct grammar, sentence structure, and spelling
- Ability to compose clear, concise sentences and paragraphs
- Ability to organize setting to efficiently accomplish tasks
- Ability to work independently and make work-related decisions
- Ability to exercise good judgement in prioritizing tasks
- Ability to communicate effectively

LICENSE

 Appropriate trainings and certifications to serve as an armed security guard in schools.



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Reviewed By:	Daniel Taormina		Date:	10/19/2022
Last Approved By:	MASD Board of Dire	ectors	Date:	
Approval and Revision History	Approved	,	Other Notes:	
All property, including intellectual property, materials, equipment or actual products and services developed or accrued as part of the job duties and responsibilities listed above, is the property of the Montoursville Area School District. It may not be used for personal profit or gain and will be relinquished to the Montoursville Area School District upon termination of employment from the Montoursville Area School District.				
The <u>position specifications</u> described here are representative of those that must be met by an employee to successfully perform the <u>essential functions</u> of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The information contained in this job description is for compliance with the Americans with Disabilities Act(A.D.A.) and is not an exhaustive list of duties performed for this position. Additional duties are performed by the individual currently holding this position and additional duties may be assigned.				
I,(print name,				ne duties and responsibilities as
Employee Signature				 Date



Job Title:	Security Guard Captain	Job Category:	Support Staff
Department/Group:	Security	Qualifications:	Retired/Experienced State Police Trooper or Municipal Police Officer or equivalent military service Weapons Qualifications Act 120 Certification
Location:	All District Schools	Travel Required:	As needed
Reports to:	Superintendent of Schools	Evaluated by:	Performance of this job will be evaluated by the Costal Co
	Sequente Co. e. d. Canta e.		accordance with provisions of the applicable policies of the school district.

Terms of Employment:

Salary, work schedule, days of employment and other conditions of employment as determined by the Superintendent and applicable policies

Job Description

PRIMARY FUNCTION

The Security Guard Captain will actively monitor district schools, property, and area surrounding schools in order to deter crimes against students, staff, or property. The security guard will monitor and patrol both interior and exterior of the building to ensure a safe learning and teaching environment for the students and staff. The individual will promote a positive rapport with students, staff, and community. The individual will be responsible for scheduling, supervising, procuring equipment and supplies, and schedule required training. The individual will be prepared to actively protect and defend all person under any violent critical incident in our schools including the use of deadly force.

ESSENTIAL FUNCTIONS

1.0 STUDENTS

- 1.1 To serve as a positive role model through interaction and accessibility to students.
- 1.2 To create a safe learning and teaching environment.
- 1.3 To promote a positive rapport with students.
- 1.4 To protect students in the event of a violent critical incident.
- 1.5 To use deadly force if necessary.
- 1.6 To respond to district emergencies and/or violent critical incidents at district facilities or on school buses.
- 1.7 To monitor the perimeter, parking lots, and nearby surroundings of the schools.
- 1.8 To be present at the schools during regular times and hours of operation and after school operations as scheduled.

2.0 STAFF AND PERSONNEL

- 2.1 To serve as a positive role model through interaction and accessibility to staff.
- 2.2 To create a safe learning and teaching environment.



- 2.3 To be present at the schools during regular times and hours of operation and after school operations as scheduled.
- 2.4 To confer with the Superintendent, building principals, or supervisors prior to taking any action not related to a violent critical incident.
- 2.5 To schedule security guards at schools, events, and other after-school activities as needed.
- 2.6 To schedule all required trainings and update trainings for security guards.
- 2.7 To perform other duties as assigned by the Superintendent.

3.0 CURRICULUM AND INSTRUCTION

- 3.1 To serve as an instructor of safety and security related education as requested.
- 3.2 To lead in-service trainings, educate staff relative to crime and justice issues, and provide other training as requested.

4.0 BUSINESS AFFAIRS AND BOARD RELATIONS

- 4.1 To review and assist in the implementation of the District's All Hazards Plan.
- 4.2 To serve on the building level threat assessment teams and other committees as requested.
- 4.3 To conduct periodic safety and security inspections and make recommendations for improvements as necessary.
- 4.4 To procure all equipment and supplies for security guards.

5.0 COMMUNITY RELATIONS

- 5.1 To attend school activities and events at the request of administration to provide and enhance security.
- 5.2 To act as liaison between the District, local communities, and local law enforcement agencies.
- 5.3 To serve as a positive role model through interaction and accessibility to community.

6.0 Professional Growth

- 6.1 Maintains professional competence through district provided or other approved professional development activities.
- 6.2 Maintain all necessary qualifications associated with armed security personnel in schools.

Position Specifications

PHYSICAL DEMANDS

- Sitting and standing for extended periods
- Move throughout the building and grounds as necessary without reasonable accommodation
- Perform when confronted with a violent critical incident

TEMPERAMENT

- Ability to work as a member of a
- Must be courteous and able to deal effectively with students and adults
- Must be cooperative, congenial, and service-oriented
- Ability to work in an environment with frequent interruptions and periodic high stress situations
- Ability to act in a violent critical incident

COGNITIVE ABILITY

- Ability to follow written and oral directions
- Ability to complete assigned tasks with minimal supervision
- Ability to use correct grammar, sentence structure, and spelling
- Ability to compose clear, concise sentences and paragraphs
- Ability to organize setting to efficiently accomplish tasks
- Ability to work independently and make work-related decisions
- Ability to exercise good judgement in prioritizing tasks
- Ability to communicate effectively



Date

SENSORY ABILITIES		SPECIFIC SKILLS		LICENSE
 Visual acuity to a correspondence screen, etc. Auditory acuity to the telephone at distinctly to indivision and large. Comprehension understand situation awareness WORK ENVIRONMENTAL Inside year roun interior of school. Outside year roun perimeters of schools stadium, athletic 	to be able to use and communicate clearly and viduals, small e groups and ability to ational NT d — patrol I buildings and — patrol hool buildings,	 Must adhere to the standards of the p Must have weapongualifications Use deadly force weapongualifications 	rofession ns	Appropriate trainings and certifications to serve as an armed security guard in schools.
Reviewed By:	Daniel Taormina	1	Date:	10/19/2022
Last Approved By:	MASD Board of	Directors	Date:	
Approval and Revision History	Approved	,	Other Notes:	
MONTOURSVILLE AREA SCHOOL DISTRICT PROPERTY AND CONFIDENTIALITY REQUIREMENTS All property, including intellectual property, materials, equipment or actual products and services developed or accrued as part of the job duties and responsibilities listed above, is the property of the Montoursville Area School District. It may not be used for personal profit or gain and will be relinquished to the Montoursville Area School District upon termination of employment from the Montoursville Area School District.				
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Employee Signature



Book

Policy Manual

Section

800 Operations

Title

Relations With Law Enforcement Agencies

Code

805.1

Status

First Reading

- 1. 22 PA Code 10.1
- 2. 24 P.S. 1303-A
- 3. Pol. 805
- 4. Pol. 805.2
- 5. 22 PA Code 10.11
- 6. 22 PA Code 10.2
- 7. 35 P.S. 780-102
- 8. Pol. 218
- 9. Pol. 218.1
- 10. Pol. 218.2
- 11. Pol. 222
- 12. Pol. 227
- 13. 22 PA Code 10.23
- 14. 22 PA Code 14.104
- 15. Pol. 113
- 16. Pol. 113.2
- 17. 22 PA Code 14.133
- 18. Pol. 113.4
- 19. Pol. 216
- 20. Pol. 333
- 21. Pol. 806
- 22. Pol. 819
- 23. Pol. 824
- 24. 22 PA Code 10.21
- 25, 22 PA Code 10,22
- 26. 24 P.S. 1302.1-A
- 27. Pol. 103.1
- 28. Pol. 113.1
- 29. Pol. 323
- 30. Pol. 351
- 31. Pol. 904
- 22 PA Code 10.24
- Pol. 909

<u>Purpose</u>

The Board recognizes that cooperation with law enforcement agencies is considered essential for protecting students and staff, maintaining a safe environment in schools, and safeguarding district property.

<u>Authority</u>

It shall be the policy of the Board to establish and maintain a cooperative relationship between the school district and local police departments in maintaining school safety and security; responding to school safety and security reports; and reporting and resolution of incidents that occur on school property, at any school-sponsored activity, or on any conveyance providing transportation to or from a school or school-sponsored activity.[1][2][3][4]

The Board directs the Superintendent to execute and update, on a biennial basis, a memorandum of understanding with each local police department that has jurisdiction over school property in accordance with state law and regulations.[2][5]

Definition

Incident - an instance involving an act of violence; the possession of a weapon by any person; the possession, use, or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use, or sale of alcohol or tobacco by any person on school property; or conduct that constitutes an offense listed under the Safe Schools Act. [2][6][7]

Guidelines

Memorandum of Understanding

In accordance with state law and regulations, the Superintendent shall execute and update, every two (2) years, a memorandum of understanding with each local police department that has jurisdiction over school property. The memorandum of understanding shall be signed by the Superintendent, police chief and each building principal, and be filed with the Office for Safe Schools. [2][5]

In developing and updating the memorandum of understanding, the district shall consult and consider the State Board of Education model memorandum of understanding. If the district's memorandum of understanding with local law enforcement contains substantive differences from the State Board of Education model memorandum of understanding, the Superintendent shall provide a written statement which identifies the differences and the reasons for the differences as part of the biennial filing with the Office for Safe Schools. [2][5]

The memorandum of understanding shall comply with state law and regulations and set forth procedures to be followed regarding incidents that include, but are not limited to, acts of violence, weapons, terroristic threats, controlled substances, alcohol and tobacco.[8][9][10][11][12]

The memorandum of understanding may specify other matters related to crime prevention mutually agreed upon by the Superintendent and the local police department that has jurisdiction over the school property.[2]

Students With Disabilities

The district shall provide a copy of its administrative regulations and procedures for behavior support, developed in accordance with the Special Education Plan, to each local police department that has jurisdiction over school property. Updated copies shall be provided each time the administrative regulations and procedures for behavior support are revised by the district. [13][14][15][16]

The district shall invite representatives of each local police department that has jurisdiction over school property to participate in district training on the use of positive behavior supports, de-escalation techniques and appropriate responses to student behavior that may require intervention, as included in the district's Special Education Plan and positive behavior support program. [13][14][15][16][17]

{ X} Training

 $\{\underline{\mathbf{X}}\$ The district shall invite representatives of each local police department that has jurisdiction over school property to participate in district training related to subjects that enhance understanding of and build positive relationships with students, which may include but not be limited to training on traumainformed approaches, restorative practices, suicide awareness and prevention, child abuse recognition

and reporting, maintaining confidentiality of students' personally identifiable information and maintaining professional adult/student boundaries.[18][19][20][21][22][23]

Referral to Law Enforcement

The Superintendent or designee shall immediately report required incidents and may report discretionary incidents committed on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity, to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies. [2][6][8][9][10][11][12][16][24][25][26][27][28][29][30][31]

Safe Schools Report

Annually, by July 31, the Superintendent shall report on the designated form, to the Office for Safe Schools, all new incidents as required by state law.[2]

Prior to submitting the Safe Schools report, the Superintendent and each police department having jurisdiction over school property shall do all of the following:

- No later than thirty (30) days prior to the deadline for submitting the Safe Schools report to the Office for Safe Schools, the Superintendent shall submit the report to the police department that has 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 whether the report accurately reflects police incident data.
- 2. No later than fifteen (15) days prior to the deadline for the Superintendent to submit the report to the Office for Safe Schools, the police department shall notify the Superintendent, 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.
- 3. Where a police department fails to take action as required above, the Superintendent shall submit the report to the Office for Safe Schools and indicate that the police department failed to take the required action.

PSBA Revision 9/19 © 2019 PSBA



Book

Policy Manual

Section

800 Operations

Title

School Security Personnel (NEW)

Code

805.2

Status

First Reading

Legal

- 1. 24 P.S. 1301-C
- 2. 24 P.S. 1309-B
- 3. Pol. 146
- 4. Pol. 227
- 5. Pol. 236
- 6. Pol. 249
- 7. Pol. 351
- 8. Pol. 805
- 9, Pol. 819
- 10. 24 P.S. 1302-E
- 11. Pol. 236.1
- 12. 24 P.S. 1305-B
- 13. Pol. 006
- 14. Pol. 235.1
- 15. Pol. 805.1
- 16. 24 P.S. 1302-C
- 17. 24 P.S. 1310-C
- 18. 24 P.S. 1311-C
- 19. Pol. 304
- 20. Pol. 818
- 21. 24 P.S. 111
- 22. 24 P.S. 111.1
- 23. 23 Pa. C.S.A. 6344
- 24. 23 Pa. C.S.A. 6344.3
- 25. 37 PA Code 241.5
- 26. 44 Pa. C.S.A. 7301 et seq
- 27. 37 PA Code 241.6
- 28. 44 Pa. C.S.A. 7310
- 29. 24 P.S. 1303-C
- 30. 37 PA Code 241.1 et seq
- 31. 24 P.S. 1304-C

32. 24 P.S. 1305-C

33. 22 PA Code 10.23

34. 22 PA Code 14.104

35. 22 PA Code 14.133

36. Pol. 113.2

37. 24 P.S. 1306-C

38. 24 P.S. 1307-C

39. Pol. 909

40. 24 P.S. 1313-C

41. 24 P.S. 1314-C

42. Pol. 907

43. 24 P.S. 1309-C

44, 42 Pa. C.S.A. 8953

45. 53 Pa. C.S.A. 2303

53 Pa. C.S.A. 2301 et seq

Pol. 705

Pol. 709

Adopted

August 9, 2022

Authority

The Board shall employ, contract for and/or assign staff to coordinate the safety and security of district students, staff, visitors and facilities.

Definitions

School security personnel - school police officers, school resource officers and school security guards. [1]

Independent contractor - an individual, including a retired federal agent or retired state, municipal or military police officer or retired sheriff or deputy sheriff, whose responsibilities, including work hours, are established in a written contract with the district for the purpose of performing school security services. [1]

Third-party vendor - a company or entity approved by the Office for Safe Schools of the PA Department of Education or the PA Commission on Crime and Delinquency that provides school security services in accordance with law.[1]

Delegation of Responsibility

The Superintendent shall appoint a school administrator to serve as the School Safety and Security Coordinator, in accordance with law.[2]

The School Safety and Security Coordinator shall report directly to the Superintendent, and shall be responsible for the following: [2]

Oversee all{ } school police officers{ } School Resource Officers (SROs){ } school security quards.

Review and provide oversight of all Board policies, administrative regulations and procedures related to school safety and security, and ensure compliance with federal and state laws and regulations regarding school safety and security.

- 1. Coordinate training and resources for students and staff related to situational awareness, trauma-informed approaches, behavioral health awareness, suicide and bullying, substance abuse, and emergency procedures and training drills, including fire, natural disaster, active shooter, hostage situation and bomb threat.[3][4][5][6][7][8][9]
- 2. Coordinate a tour of the district's buildings and grounds biennially, or when a building is first occupied or reconfigured, with law enforcement and first responders responsible for protecting and securing the district to discuss and coordinate school safety and security matters.
- 3. Serve as the liaison with law enforcement and other state committees and agencies on matters of school safety and security.
- 4. Serve on the district's threat assessment team(s) and participate in required training and the threat assessment process.[10][11]
- 5. Coordinate School Safety and Security Assessments and respond to School Safety and Security surveys, as applicable.[8][12]

By June 30 of each year, the School Safety and Security Coordinator shall make a report to the Board at an executive session on the district's current safety and security practices, and identify strategies to improve school safety and security.[2][13]

The Board directs the School Safety and Security Coordinator to include the following information in the annual report:

- 1. Threat assessment team information, including verification of compliance with law and regulations, the number and composition of the district's threat assessment team(s), the total number of threats assessed in the past year and any additional information on threat assessment required by the Superintendent or designee, in accordance with Board policy.[10][11]
- 2. $\{\underline{\mathbf{x}}\}$ Reports of required emergency preparedness, fire, bus evacuation and school security drills. [8]
- 3. $\{ \underline{x} \}$ Information on required school safety and security training and resources provided to students and staff.
- 4. $\{\underline{x}\}$ Safe2Say Something aggregate data, including a breakdown of Life Safety and Non-Life Safety reports received.
- 5. $\{\underline{\mathbf{x}}\ \}$ Behavioral health and school climate information, including aggregate data from surveys and assessments issued in the district, information on referrals and services accessed by students and families, and identification of additional resources needed in the district. [14]
- 6. { x} Office for Safe Schools reports for the previous year(s) and/or data collected to date for the current year.
- 7. $\{\underline{\mathbf{x}}\}$ Updates regarding the district's Memorandum of Understanding with local law enforcement agencies. [15]
- 8. $\{ \underline{x} \}$ Updates to laws, regulations and/or Board policies related to school safety and security.
- 9. { } Information on tours, inspections and/or School Safety and Security Assessments of school facilities and programs.

10. { <u>x</u>} Information on grants or funding applied for and/or received in support of school safety and security efforts.

A copy of the report shall be submitted to the state's School Safety and Security Committee.[2]

The Superintendent or designee shall implement job descriptions and procedures to address the responsibilities and requirements specific to each category of school security personnel in carrying out their duties.

School security personnel shall carry weapons, including firearms, in performance of their duties only if, and to the extent, authorized by the Board, including as provided in an agreement with a law enforcement agency for the stationing of a School Resource Officer or in a contract with an independent contractor or third-party vendor approved by the Board.

[NOTE: Select the applicable option(s) below with the appropriate corresponding language for each option, based on the district's school security personnel.]

Guidelines

{ } School Police Officers
The district shall
{ } employ

{ } contract for

one or more school police officers and apply to the appropriate court for appointment and powers of authority, in accordance with the provisions of law.[1][16][17][18][19][20] School police officer - [1][17][18]

- 1. A law enforcement officer employed by the district whose responsibilities, including work hours, are established by the district; or
- 2. An independent contractor or an individual provided through a third-party vendor who has been appointed in accordance with law, and who meets the requirements of contracted services personnel, in accordance with Board policy.[20]

Background Checks -

Prior to receiving an offer of employment, all school police officers shall comply with the requirements for background checks/certifications and employment history reviews for all school employees, in accordance with applicable law, Board policy and administrative regulations. These requirements are addressed separately in Board policy 304 for school police employed by the district and Board policy 818 for school police employed by an independent contractor or third-party vendor.[19][20][21][22][23][24]

The district shall conduct a law enforcement agency background investigation in compliance with applicable law and regulations for all school police employed by the district and shall review a background investigation conducted for all school police employed by an independent contractor or third-party vendor. [25][26]

Following an offer of employment, the district shall request the separation record for a school police officer employed or contracted by the district, in accordance with applicable law and regulations for a law enforcement agency.[27][28]

Requirements -

The district shall annually report the following information regarding school police officers receiving required training to the PA Department of Education and the PA Commission on Crime and Delinquency:[29]

- 1. The district's name and the number of school police officers employed or contracted by the district.
- 2. The municipalities comprising the district.
- 3. The date and type of training provided to each school police officer. The district shall make reports regarding hiring and separation, and shall maintain all records, as required for a law enforcement agency, in accordance with applicable law and regulations.[26][30]

School police officers shall take and subscribe to the Oath of Office required by law.[31]
{ } The district shall request that the court grant the school police officer authority to carry a firearm, in accordance with law. The school police officer shall maintain all applicable firearm license and training requirements, in accordance with law and Board policy.[16][32]
School police officers shall successfully complete required training, in accordance with law, and other required staff training, including district training on the use of positive behavior supports, de-escalation techniques and appropriate responses to behavior for students with disabilities, in accordance with law, regulations and Board policy.[32][33][34][35][36]
School police officers shall possess and exercise the following duties:[37]

- Enforce good order in school buildings, on school buses or vehicles owned or leased by the district, and on school grounds.
- 2. If authorized by the court, issue summary citations or detain individuals who are in school buildings, on school buses and on school grounds in the district until local law enforcement is notified.
- 3. If authorized by the court, a school police officer who is a law enforcement officer employed by the district whose responsibilities, including work hours, are established by the district, may exercise the same powers as exercised under authority of law or ordinance by the police of the municipality in which the school property is located.
 hool police officers shall wear the assigned metallic shield or hadge provided by the distriction.

School police officers shall wear the assigned metallic shield or badge provided by the district in plain view when on duty.[38]

{ } School Resource Officers (SROs)

The district shall establish an agreement with ______, in accordance with the provisions of law, for the assignment of a School Resource Officer(s) to specified district schools.[1][39]

School Resource Officer (SRO) - a law enforcement officer commissioned and employed by a law enforcement agency whose duty station is located in the district and whose stationing is established by an agreement between the law enforcement agency and the district. The term includes an active certified sheriff or deputy sheriff whose stationing in the district is established by a written agreement between the county, the sheriff's office and the district.[1]

The agreement shall address the powers and duties conferred on SROs, which shall include but not be limited to:[40]

- 1. Assist in identification of physical changes in the environment which may reduce crime in or around a school.
- 2. Assist in developing Board policy, administrative regulations or procedures which address crime, and recommending procedural changes.
- 3. Develop and educate students in crime prevention and safety.
- 4. Train students in conflict resolution, restorative justice and crime awareness.
- 5. Address crime and violence issues, gangs and drug activities affecting or occurring in or around a school.
- 6. Develop or expand community justice initiatives for students.
- 7. Other duties as agreed upon between the district and municipal agency.

Prior to assignment in the district, the district shall confirm that the law enforcement agency has completed a law enforcement agency background investigation and received the SRO's separation record, when required, in compliance with applicable law and regulations. The district shall coordinate with the law enforcement agency in making required reports regarding hiring and separation, and maintaining all required records, in accordance with applicable law and regulations. [26][30]

SROs shall successfully complete required training, in accordance with law.[40]

{ x} School Security Guards

The district shall

 $\{ \underline{x} \}$ employ

{ } contract for

one or more school security guards, in accordance with the provisions of law.[1][19][20][41]

School security guard - an individual employed by the district or a third-party vendor or an independent contractor who is assigned to a school for routine safety and security duties, and has <u>not</u> been granted powers by the court to issue citations, detain individuals or exercise the same powers as exercised by police of the municipality in which the school property is located, in accordance with law. An independent contractor or individual employed by a third-party vendor contracted with the district shall meet the requirements of contracted services personnel, in accordance with Board policy, and the provisions of applicable law. [1][18][20][41]

Background Checks -

Prior to receiving an offer of employment, all school security guards shall comply with the requirements for background checks/certifications and employment history reviews for all school employees, in accordance with applicable law, Board policy and administrative regulations. These requirements are addressed separately in Board policy 304 for school security guards employed by the district and Board policy 818 for school security guards employed by an independent contractor or third-party vendor.[19][20][21][22][23][24]

The district shall conduct a law enforcement agency background investigation in compliance with applicable law and regulations for all school security guards employed by the district and shall review a background investigation conducted for all school security guards employed by an independent contractor or third-party vendor. [25][26]

Following an offer of employment, the district shall request the separation record for a school security guard employed or contracted by the district, in accordance with applicable law and regulations for a law enforcement agency. [27][28]

Requirements -

School security guards shall provide the following services, as directed by the district: [41]

- 1. School safety support services.
- Enhanced campus supervision.Assistance with disruptive students.
- 3. Monitoring visitors on campus.[42]
- 4. Coordination with law enforcement officials,
 - { } including school police officers.
 - $\{ \underline{x} \}$ including SROs.
- 5. Security functions which improve and maintain school safety. School security guards shall successfully complete required training, in accordance with law, and applicable staff training in accordance with Board policy.[41]
- $\{\underline{x}\}$ School security guards authorized to carry a firearm shall maintain an appropriate license and successfully complete required firearm training in accordance with law. [41]

The district shall make reports regarding hiring and separation, and shall maintain all records, as required for a law enforcement agency, in accordance with applicable law and regulations.[26][30]

{ } Other Agreements

{ } The district shall enter into a cooperative police service agreement(s) with a municipality(ies), in accordance with the provisions of law.[39][43][44][45]

{ } The district shall enter into an intergovernmental agreement(s) otherwise providing for School Resource Officers with other political subdivisions, in accordance with the provisions of law.[39][40][45]

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