

**BOROUGH OF MIDDLEBURG,  
SNYDER COUNTY, PENNSYLVANIA**

RESOLUTION 2023 - 06

At a special meeting of the Borough of Middleburg, Snyder County, Pennsylvania, held at the Middleburg Borough Building, 13 North Main Street, Middleburg, Snyder County, Pennsylvania, on June 13, 2023, there was a quorum of Council Members present.

Borough Council Member Donald Zechman offered the following Resolution and moved its adoption.

**A RESOLUTION OF THE BOROUGH COUNCIL OF MIDDLEBURG BOROUGH, SNYDER COUNTY, PENNSYLVANIA APPROVING THE ADOPTION OF THE SCHOOL RESOURCE OFFICER AGREEMENT WITH MIDD-WEST SCHOOL DISTRICT**

WHEREAS, The Borough of Middleburg (“the Borough”) and Midd-West School District (“Midd-West”) have discussed a mutually-beneficial arrangement whereby the Midd-West could obtain a School Resource Officer (“SRO”) provided by the Borough in exchange for Midd-West covering various costs associated with the SRO; and

WHEREAS, the Borough would retain a police officer who would work as the SRO; and

WHEREAS, the SRO would work under the direction of the Borough Chief of Police; and

WHEREAS, the Borough would invoice Midd-West monthly for any and all costs associated with the SRO; and

WHEREAS, the Borough desires to enter into a School Resource Officer Agreement with Midd-West so that all terms and conditions of the agreement can be appropriately documented; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of Middleburg Borough, under the Borough Code and laws of the Commonwealth of Pennsylvania, that the School Resource Officer Agreement with Midd-West, attached hereto is adopted by the Borough.

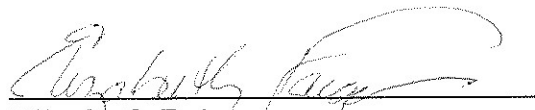
RESOLVED AND ADOPTED at a duly advertised special public meeting on June 13, 2023 by the Borough Council of the Borough of Middleburg, Pennsylvania, in lawful session duly assembled.


Seconded by Borough Council Member Joseph Mizak.

Upon a vote, the Resolution was adopted and enacted.

ATTEST:

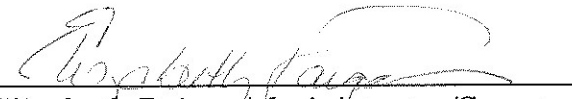
BOROUGH OF MIDDLEBURG:

  
Elizabeth Paige  
Administrator/Secretary

BY:   
Brian Swartz, President

### CERTIFICATION

I, Elizabeth Paige, Administrator/Secretary of the Borough of Middleburg, Snyder County, Pennsylvania, hereby attest and certify that the foregoing is a true and correct copy of Borough of Middleburg Resolution No. 2023-06, which was duly enacted at a special meeting of the Borough Council of Middleburg on June 13, 2023.

  
Elizabeth Paige, Administrator/Secretary

**SCHOOL RESOURCE OFFICER AGREEMENT**  
**BETWEEN**  
**MIDD-WEST SCHOOL DISTRICT AND**  
**THE BOROUGH OF MIDDLEBURG**

THIS AGREEMENT, entered into this the 26th Day of June 2023 by and between Midd-West School District ("District") and Middleburg Borough ("Borough"), both situated in Snyder County, Pennsylvania, and hereafter collectively referred to as "local governments."

WHEREAS, the local governments desire to enter into this Agreement to ensure School Resource Officer services to the District, and

WHEREAS, the governing bodies of the local governments believe that the interest of the respective taxpayers is best served by the establishment of such services; and

NOW THEREFORE, in consideration of the mutual promises, covenants and undertakings herein contained and intending to be legally bound hereby, the local governments mutually agree as follows:

**I. Services.**

Borough, upon the full execution of this Agreement, the Borough will provide the services of one (1) police officer to the School District to act as the School Resource Officer ( the "SRO") during the school year. The school year is defined in accordance with the school district calendar and shall include all days that students are required to attend as modified from time to time by the School District. The SRO shall be and remain an employee of the Borough Police Department under the sole and direct supervision of the Borough Chief of Police. The SRO shall not be considered to be an employee of the School District and shall in no way be responsible for any responsibilities as a school disciplinarian, truant officer, faculty member, substitute faculty member, hall monitor, cafeteria monitor, or any other position normally filled by a school district employee. The SRO shall be available to perform his or her duties at the Midd-West School District, buildings and grounds, located in Middleburg Borough, Franklin Township and Spring Township as required, and duties with a daily agenda shall be at the direction of the Borough Chief of Police and District Superintendent or designee. The School Resource Officer (SRO) Job Description is attached to the Agreement as Appendix A. The Borough's obligation under this Paragraph and Agreement shall be subject to approval by the Chief of Police and Mayor, and in the

event of the Borough's inability to provide a police officer as requested by the District, the Borough may suspend the service stated hereunder until such time as the Borough is able to reinstate the services. In such event, the District is excused from payment under this Agreement, during a lapse of service. The term "lapse of service" shall not apply to any regularly scheduled leave of absence in accordance with Middleburg Borough Police Department Collective Bargaining Agreement.

In the absence of the SRO, the Borough shall furnish, if available, a replacement SRO to maintain uniformity and continuity of the established programs. The replacement SRO shall be held to the same standards as set for the regularly assigned SRO, and which are addressed within this agreement. If the Borough is unable to furnish a replacement SRO within thirty (30) days of the absence of the regularly assigned SRO, either party may terminate this agreement upon ten (10) days written notice without further liability for any remaining term of this agreement.

2. **Term.**

The term of this Agreement shall commence upon its execution for a period of five (5) school calendar years, to include the 2023-24, 2024-25, 2025-26, 2026-27 and 2027-28 school calendar years and shall terminate on June 30, 2028.

3. **Compensation.**

a. **Billing.**

The Borough of Middleburg shall invoice the Midd-West School District on a monthly basis for the below specified total school calendar year sum, divided into twelve (12) monthly payments., beginning July through June of the next calendar year.

2023-24 \$81,000.00

2024-25 \$85,050.00

2025-26 \$89,302.50

2026-27 \$93,767.62

2027-28 \$98,456.00

b. **Overtime.**

In event the School District requests the SRO to perform service in excess of forty (40) hours per week, the School District shall be responsible to pay all SRO

overtime costs. Overtime costs for which the School District is liable shall be billed by the Borough to the School District, in addition to the regular monthly invoiced amount as stated above, and included in the following billing cycle.

In event the School District should request the Borough provide services of additional SRO's, the District shall be responsible for any/all associated costs. This additional cost shall not apply to replacement or substitute SRO's.

4. **Equipment.**

Equipment will be provided by the Borough for the School Resource Officer including a police vehicle, computer, communication devices and standard police uniform equipment as designated by Borough Chief of Police. Equipment, in addition to the standard police issue shall be at expense of the School District, as approved by Borough Chief of Police and District superintendent.

5. **Liability Insurance.**

The Borough agrees to place all SROs on its Law Enforcement Liability Insurance Policy.

6. **Additional Insured.**

The District shall be named as an additional insured with regard to the SRO's actions, services or omissions, provided pursuant to this Agreement. Said policy shall provide insurance coverage for the District for all claims, suits, damages, fees or expenses including the cost of defense, arising out of any such acts, services or omissions of the SRO and/or the Borough.

7. **Disclaimer of Liability and Indemnification.**

Irrespective of said Agreement, the Borough will indemnify, defend and hold the District and any of its member, agents, officers, and employees in their respective individual and official capacities harmless of, from and against any claim, demand, action, cause of action, suit, loss, cost, damage, expense (including reasonable attorneys' and disbursements), liability, and/or judgment, on account of any bodily injury (including death), property damage, and personal injury in violation of civil rights 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 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 shall not be construed as the Borough or the SRO having care, custody or control or being in possession of any real property of the District at any time.

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

The District shall not indemnify or defend the Borough for any damages or expenses of any nature arising or on account of this Agreement and 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 party's right to immunity from liability.

Notwithstanding anything herein to the contrary, by placing the SRO in the School District schools, the Borough is not providing the SRO as a security guard. The parties expressly acknowledge and agree that it will be impossible for the SRO to protect all persons and property on District property and at District events from harm.

#### **9. Media Relations/Release of Information.**

The release of information concerning incidents reportable to law enforcement authorities pursuant to the terms of this Agreement shall be coordinated between law enforcement authorities and the District.

The parties shall release as much information as is allowable by law with due deliberation given to the investigative considerations and the need to limit disruptions to school functions and protect the privacy of the students and staff involved.

#### **10. Training/Certifications.**

The SRO/Borough will be responsible for keeping all necessary certifications current. Any expenses to maintain certifications will be the responsibility of the Borough. This would include Act 120, Act 125, and NASRO certifications. The District shall assume the cost of any school-related trainings recommended by the District and approved by the Chief of Police.

**11. Compliance with the Agreement.**

Officers shall conduct their work in a manner that is not disruptive to the educational programs of the District. It should very much be a partnership between the school district and the Borough with the SRO being the conduit for such.

**12. Review of Service**

The District Superintendent or designee and Chief of Police or designee shall meet at least once annually and/or as requested by either party. The purpose of the meeting shall be to evaluate and discuss the level of satisfaction to both parties of the services rendered.

**13. Officers Assigned.**

Every SRO, both regularly assigned and substitutes, assigned by the Borough must be approved by the District. The District's right to approve officers shall be continuing and the Board retains the right to delete persons from the approved list throughout the school year. The Borough is prohibited from using any officer who is not on the approved list. Every officer assigned by the Borough shall have proper clearances, including, but not limited to, an FBI check, a Pennsylvania State Police Criminal Record Check (Act 43); a Child Abuse History Clearance (Act 151); and Act 24 Arrest/Conviction Form. The Borough shall not use any officer who has not submitted all clearances and required documents and who has not been recognized by the Board and/or its designated representative. The District reserves the right to obtain current report(s) necessary to reaffirm continuing eligibility to provide services to the District.

Should there be concerns with a Borough employee over their services to the district a request for a meeting should be made by the superintendent to the Borough Chief of Police. Then, a meeting will be held within 10 business days to discuss the issue and create a plan moving forward.

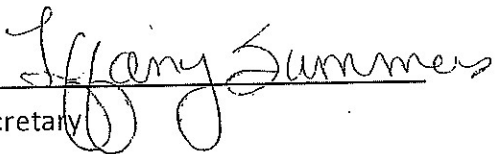
**14. Scheduling.**

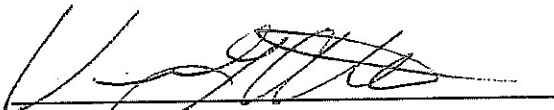
The Chief of Police shall prepare and update the SRO schedule as required to maximize the police protection during the school year. The District shall be provided a tentative schedule based on the school calendar. The Borough will receive the school year calendar by July 1<sup>st</sup> of each year of the agreement. The District shall submit in writing to the Chief

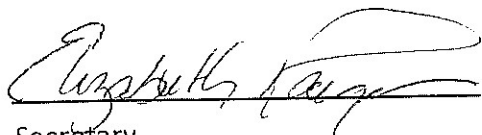
of Police, a request of change to the SRO schedule as required for extra-curricular activities or special events, at minimum ten (10) days prior to the affected date(s). The SRO shall work forty (40) hours per week, during regular school hours and on school days, unless the working hours of the SRO are adjusted so that the SRO will be available during School District extra-curricular activities and special events. During school holidays and summer recess of the School District, the SRO shall report for regular duties as scheduled by Borough Chief of Police.

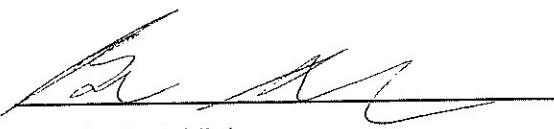
**15. SRO Duties as Police Officer.**

Neither the terms of this Agreement nor the description of the SRO's duties shall be constructed 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 a duly empowered Borough police officer. In event of an emergency the SRO may be called to assist the Borough police and/or other law enforcement agencies as required and approved by Borough Chief of Police.

  
Secretary

By:   
Mid-West School District

  
Secretary

By:   
Borough of Middleburg



## APPENDIX A

### MIDD-WEST SCHOOL DISTRICT SRO

POSITION TITLE: School Resource Officer

POSITION REPORTS TO: Middleburg Borough Chief of Police (Primary) and Midd-West School District Superintendent (Secondary).

QUALIFICATION/CERTIFICATION: The School Resource Officer will maintain all the qualifications requirements as established by the Municipal Police Officer's Education & Training Commission.

TERMS OF EMPLOYMENT: Work schedule and conditions as established by the Chief of Police and approved by the District, to include salary and equipment information.

#### PERFORMANCE RESPONSIBILITIES:

1. To prevent juvenile delinquency through close contact with students and school personnel.
2. To make appropriate referrals to juvenile authorities or other governmental agencies.
3. To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
4. To establish and maintain liaison between local and state police, the school district, students, social agencies, and other SROs assigned to school campuses.
5. To be visible within the school community by attending and participating in school functions, such as Parent School Association meetings, campus activities, student organizations and athletic events, as requested. To foster relationships with the school's staff as well as with student and parent groups.
6. To be a positive role model through interaction and accessibility to students, parents, staff and community as a uniformed police officer.
7. To inform students of their rights and responsibilities as lawful citizens.
8. To confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students, parents, staff and community members at school-related activities.
9. To establish and maintain a close partnership with school administrators in order to provide for a safe school environment.
10. To provide law enforcement and police services to the school, school grounds and areas adjacent to the school by enforcing school policy, state and local laws and ordinances.
11. To investigate allegations of criminal incidents occurring in the school or on school property per police department policies and procedures.
12. To abide by school board policy and applicable law concerning interviews should it be necessary to conduct formal law enforcement interviews with students or staff on property or at school functions under the jurisdiction of the School Board.
13. To work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary.
14. To assist in conflict resolution efforts.
15. To ensure school administrator safety by being present during school searches, which may involve weapons, controlled dangerous substances or in such cases that, the student's emotional state may present a risk to the administrator.
16. To assist school administrators in the planning and implementation of the Safe School plan.
17. To provide a course of training for school personnel in handling crisis situations which may arise at the school.
18. Perform any other duties assigned by Supervisor(s).

EVALUATION: As per Middleburg Borough Police Department requirements.

PHYSICAL DEMANDS: As per Middleburg Borough Police Department requirements.

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 usually moderate to loud. The employee is frequently required to interact with the public and other staff.

The information contained in this job description is for compliance with the American with Disabilities Act (ADA.) and is not an exhaustive list of the duties performed for this position. Additional duties may be assigned with both parties consent.