

**WELLSBORO SCHOOL DISTRICT ARMED SCHOOL SECURITY PERSONNEL  
AGREEMENT**

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This Agreement is made, this \_\_\_\_\_ day of \_\_\_\_\_, by and between the WELLSBORO SCHOOL DISTRICT (hereinafter "School District"), and ClearView Asset Protection LLC (hereinafter "CVAP:") as follows:

WITNESSETH:

WHEREAS, CVAP a Pennsylvania State approved business providing Armed and Unarmed Security Personnel to include National Association of School Resource Officers approved Armed Personnel. CVAP agrees to provide an Armed School Security Personnel to assist in the School Security Personnel Program in the School District; and

WHEREAS, the School District and CVAP desire to set forth in this Agreement to the specific terms and conditions of the services to be performed and provided by the School Security Personnel in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**1. Cost of the School Security Personnel Program.**

A. The cost of the Program shall be paid by the parties for the performance of the School Security Personnel as set forth in the following.

**2. Employment of School Security Personnel.**

A. The School Security Personnel (hereafter "SSP") shall be employees of CVAP and shall be subject to the administration, supervision and control of CVAP.

B. The SSP shall be subject to all personnel policies and practices of CVAP. The SSP will abide by the written school policies and procedures when applicable and within the regulations established by the Wellsboro Police Department and the Wellsboro School District. Such policies or practices may be modified by the terms and conditions of this Agreement.

C. CVAP, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SSP.

D. A joint committee composed of representatives of the Police Department, the School District and CVAP shall make recommendations for the SSP positions. CVAP shall assign such officers. If a principal is dissatisfied

with an SSP who has been assigned to that principal's school, then that principal may request that CVAP assign a different SSP for that school.

- E. In consideration for the performance of duties for the SSP set forth herein, CVAP shall receive the following for a full-time hourly rate of \$39.00 per hour to be paid on a bi-weekly pay schedule outlined by the school district with required direct deposit. Overtime rate will be paid at one and one-half times the regular hourly rate as defined in paragraph 3(D) Duty Hours of this agreement.

### **3. Duty Hours.**

- A. SSP duty hours shall be determined by the provisions of the labor agreement between CVAP and the School District. Whenever possible, it is the intent of the parties that the SSP duty hours shall conform to the school day. The SSP shall have a thirty (30) minute duty-free lunch period.
- B. It is understood and agreed that time spent by SSP attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SSP shall be considered as hours worked under this Agreement.
- C. It is understood and agreed that all the initial training and certifications required by the standards set forth in Pennsylvania for the School Security Personnel will be paid by CVAP. It is understood and agreed any, and all training requested of the SSP by the School District, shall be paid in full by the School District.
- D. In the event of an emergency or special event, if one or more SSP'S are required to stay longer than the school day, any hours over forty (40) hours, the SSP will be paid overtime. Overtime rate will be paid at one and one-half times the regular hourly rate.
- E. In the event an SSP is absent from work, the SSP shall notify his or her supervisor at CVAP and the principal of the school to which the SSP is assigned. CVAP will assign, if available, another SSP qualified officer.

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

The initial term of this Agreement is two years commencing on the \_\_\_ day of \_\_\_\_\_, 2024, and ending on the \_\_\_ day of \_\_\_\_\_, 2027, however, should either party encounter budgetary constraints that make the continuation of this agreement impractical, then either party may cancel this agreement upon sixty days notice to the other. Following the initial three-year term, this agreement shall be automatically renewed for successive one-year periods unless either party requests termination or modification of this agreement. At the end of the first year of this agreement, the School District agrees to discuss a cost of living increase for the SSP. This request will be made in writing.

## 5. Duties of School Resource Officers.

The SSP'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, SSP will assist in enforcement figure(s) on school campus, school buses and on school grounds within the school district dealing with law enforcement matters and school code violations originating on the assigned campus. As to school code violations, the SSP will take the student to the principal's office for discipline to be meted out by school officials.
- C. To assist 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. As to school code violations, the SSP will take the student to the principal's office for discipline to be meted out by school officials.
- D. To assist and coordinate all phases of the School Districts emergency preparedness including, but not limited to yearly practice drills.
- E. To assist and coordinate safety programs designed to ensure a secure environment for students to learn, and faculty and staff to work.
- F. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.
- G. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions on various aspects of school safety.
- H. To assist the Wellsboro Police Department, Pennsylvania State Police, Fire Departments or other appropriate agencies with any special safety problems that may occur from time to time.
- I. To routinely check the School District buildings, and grounds, and protect the property located thereon from fire, theft, vandalism, illegal entry and other illegal activity.
- J. To assist in investigating reported or suspected criminal activity occurring on the School District's property, the School District's school buses and vans and coordinate disposition of each case with the appropriate authorities.

- K. Confront unauthorized persons on the School District's property for questioning as to their presence and intentions and escort such persons either from the School District's property or to an appropriate building administrator.
- L. The SSP will assist in coordinating security for after school affairs such as sporting events, dances, graduations and as needed or requested by the school principal.
- M. The SSP will assist in controlling traffic patterns caused by use of the school district.
- N. The SSP will assist students with bus details and entering and exiting the school buildings at the beginning and end of the school day.
- O. Attend Safety and other meetings as requested by the School District Administration.
- P. The SSP will be involved in school discipline, when it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm. The SSP will resolve the problem to preserve the school climate. As to school code violations, the SSP will take the student to the principal's office for discipline to be meted out by school officials.
- Q. IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SSP will take students who violate the code of conduct to the principal where school discipline can be meted out.
- R. It will be the responsibility of the SSP to report all crimes originating on campus. Information on cases that are worked off-campus by the Wellsboro Police Department or other agencies involving students on a campus served by an SSP will be provided to the School Administration, Wellsboro Police Department and or appropriate authorities, but the SSP will not be actively involved in off-campus investigation(s).
- S. The SSP will share information with the administrator about persons and conditions that pertain to campus safety concerns.
- T. The SSP 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.
- U. The SSP will assist the Wellsboro Police Department and the School Principal in developing plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.

- V. The SSP will coordinate all 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.
- W. The SSP will wear approved CVAP 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 Wellsboro Police Department.
- X. The SSP will wear approved CVAP authorized duty weapons in accordance with CVAP policy and approval of the School District.

**6. Chain of Command.**

- A. As employees of the CVAP, SSP will be subject to the chain of command of CVAP.
- B. In the performance of their duties, SSP shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned along with the Wellsboro Police Department when required.

**7. Office Area and Secured Area**

- A. The School District will provide the SSP with a private office area for his/her use and appropriate office equipment and supplies, including but not limited to a computer and printer.
- B. The School District will provide the SSP a secured area to place tactical law enforcement equipment and firearms provided by CVAP for the performance of the SSP responsibilities. This secured area can only be entered by the SSP, Wellsboro Police Department and or approved authorities by the School District superintendent and CVAP.

**8. Access to Education Records.**

- A. School officials shall allow SSP 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 shall disclose to the SSP 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 record information is needed by an SSP, but no emergency situation exists, the information may be released only as allowed by law and approved by the School District Superintendent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

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

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

## **ATTACHMENT A SCHOOL SECURITY GUARD WELLSBORO SCHOOL DISTRICT**

### **Employment of School Security Personnel.**

The School Security Personnel (hereafter "SSP") shall be employees of CVAP and shall be subject to the administration, supervision and control of CVAP.

- A. SSP duty hours shall be determined by the provisions of the labor agreement between CVAP and the School District. Whenever possible, it is the intent of the parties that the SSP duty hours shall conform to the school day. The SSP shall have a thirty (30) minute duty-free lunch period.
- B. It is understood and agreed that time spent by SSP attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SSP shall be considered as hours worked under this Agreement.
- C. It is understood and agreed that all the initial training and certifications required by the standards set forth in Pennsylvania for the School Security Personnel will be paid by CVAP. It is understood and agreed any, and all training requested of the SSP by the School District, shall be paid in full by the School District.
- D. In the event of an emergency or special event, if one or more SSP'S are required to stay longer than the school day, any hours over forty (40) hours, the SSP will be paid overtime. Overtime rate will be paid at one and one-half times the regular hourly rate.
- E. In the event an SSP is absent from work, the SSP shall notify his or her supervisor at CVAP and the principal of the school to which the SSP is assigned.

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

The SSP'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 visible, SSP assisting Wellsboro Police Department enforcement figure(s) on school campus, school buses and on school grounds within the school district dealing with law enforcement matters. As to school code violations, the SSP will take the student to the principal's office for discipline to be meted out by school officials.
- C. To assist 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. As to school code violations, the SSP will take the student to the principal's office for discipline to be meted out by school officials.

- D. To assist and coordinate all phases of the School Districts emergency preparedness including, but not limited to yearly practice drills.
- E. To assist and coordinate safety programs designed to ensure a secure environment for students to learn, and faculty and staff to work.
- F. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.
- G. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions on various aspects of school safety.
- H. To assist the Wellsboro Police Department, Pennsylvania State Police, Fire Departments or other appropriate agencies with any special safety problems that may occur from time to time.
- I. To routinely check the School District buildings, and grounds, and protect the property located thereon from fire, theft, vandalism, illegal entry and other illegal activity.
- J. To assist in investigating reported or suspected criminal activity occurring on the School District's property and on the School District's school buses and vans and coordinate disposition of each case with the appropriate authorities.
- K. Confront unauthorized persons on the School District's property for questioning as to their presence and intentions and escort such persons either from the School District's property or to an appropriate building administrator.
- L. The SSP will assist in coordinating security for after school affairs such as sporting events, dances, graduations and as needed or requested by the school principal.
- M. The SSP will assist in controlling traffic patterns caused by use of the school district.
- N. The SSP will assist students with bus details and entering and exiting the school buildings at the beginning and end of the school day.**
- O. Attend Safety and other meetings as requested by the School District Administration.
- P. The SSP will be involved in school discipline, when it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm. The SSP will resolve the problem to preserve the school climate. As to school code violations, the SSP will take the student to the principal's office for discipline to be meted out by school officials.
- Q. IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SSP will take students who violate the code of conduct to the principal where school discipline can be meted out.
- R. It will be the responsibility of the SSP to report all crimes originating on campus. Information on cases that are worked off-campus by the Wellsboro Police Department or other agencies involving students on a campus served by an SSP will be provided to the School Administration, Wellsboro Police Department and or appropriate authorities, but the SSP will not be actively involved in off-campus investigation(s).
- S. The SSP will share information with the administrator about persons and conditions that pertain to campus safety concerns.



- T. The SSP 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.
- U. The SSP will assist the Wellsboro Police Department and the School Principal in developing plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- V. The SSP will coordinate all 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.
- W. The SSP will wear approved CVAP 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 Wellsboro Police Department.
- X. The SSP will wear approved CVAP authorized duty weapons in accordance with CVAP policy and approval of the School District. Reference CVAP ARMED Guard Policies.

### **Chain of Command.**

- A. As employees of the CVAP, SSP will be subject to the chain of command of CVAP.
- B. In the performance of their duties, SSP shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned along with the Wellsboro Police Department SRO.
- C. The SSP will take guidance from the Superintendent, Principal and the Wellsboro Police Department. CVAP will be notified of any changes requested from the aforementioned entities, approval will be made from CVAP prior to making modifications.

### **Student Records.**

- A. School officials shall allow SSP 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 shall disclose to the SSP 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 record information is needed by an SSP, but no emergency situation exists, the information may be released only as allowed by law and approved by the School District Superintendent.

Nothing Follows