CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10809

MOVED BY COUNCILPERSON: ARNONE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, ENTERING INTO A SCHOOL RESOURCE OFFICER AGREEMENT WITH BISHOP MCCORT ACADEMY AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE SAME.

WHEREAS, the City Council of the City of Johnstown, Pennsylvania, finds it to be in the City's best interest to provide a School Resource Officer to Bishop McCort Academy; and

WHEREAS, the City of Johnstown and Bishop McCort Academy desire to enter into an agreement for the City to provide one (1) City police officer to serve as a School Resource Officer, primarily at the high school and, from time to time, at other Academy facilities; and

WHEREAS, the term of the Agreement shall begin on August 18, 2026, and conclude on May 29, 2027; and

WHEREAS, the assigned School Resource Officer shall perform duties for the Academy from 7:15 A.M. until 3:15 P.M. during the 157-day school year, beginning on the date the teachers return; and

WHEREAS, Bishop McCort Academy shall compensate the City at the rate of $45.00 per hour, for a total of $56,520.00 for the 157-day school year, subject to any January salary-cost increase applicable to the assigned officer under the Police Collective Bargaining Agreement; and

NOW, THEREFORE, BE IT RESOLVED, that the City Manager is hereby authorized and directed to execute, on behalf of the City of Johnstown, the School Resource Officer Agreement with Bishop McCort Academy for the 2026-2027 school year, substantially in the form presented to City Council.

BE IT FURTHER RESOLVED, that the City Manager and other appropriate City officials are authorized and directed to take all actions necessary to carry out the terms and purposes of the Agreement and this Resolution.

RESOLUTION SECONDED BY COUNCILPERSON CLARK

Roll Call:

Clark			**Hamacek**			**Spinelli**			**Brandon-Taylor**			**King**			**Arnone**			**Barber**		
Y ✓	N	A	Y ✓	N	A	Y ✓	N	A	Y ✓	N	A	Y ✓	N	A	Y ✓	N	A	Y ✓	N	A

ADOPTED: October 14, 2026

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution **No. 10809** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

Rev. Sylvia King Mayor, and or Dep Mayor Charles Arnone

Arturo Martynuska, City Manager, and or Jennifer Burkhart, City Clerk

CITY OF JOHNSTOWN
CAMBRIA COUNTY, PENNSYLVANIA

CLERK'S CERTIFICATE OF CORRECTION OF RESOLUTION NUMBER

I, Jennifer Burkhart, City Clerk of the City of Johnstown, Cambria County, Pennsylvania, hereby certify that an administrative clerical error occurred in the numbering of a Resolution duly considered and adopted by the City Council of the City of Johnstown.

The Resolution concerning **SRO BISHOP MCCORT CONTRACT**, adopted by City Council on **October 14, 2026**, was inadvertently identified as **Resolution No. 10809**.

The correct designation of said Resolution shall be:

RESOLUTION NO. 10818

This correction is made solely to correct the administrative numbering of the Resolution. It does not amend, alter, modify, or otherwise affect the substance of the Resolution, the action taken by City Council, the vote of City Council, or the effective date of the Resolution.

The official Resolution Register and municipal records of the City of Johnstown shall reflect the corrected Resolution number stated above.

I further certify that this Certificate of Correction shall be maintained with and become part of the permanent official record of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Johnstown to be affixed this 14th day of October, 2026.

Jennifer Burkhart
Jennifer Burkhart
City Clerk
City of Johnstown

(SEAL)

SCHOOL RESOURCE OFFICER AGREEMENT

Agreement made as of the 28th day of July, 2026 between the CITY OF JOHNSTOWN (City) and the Bishop McCort Academy (Academy)

WHERAS, the Academy wishes to have a City police presence in their schools; and

WHERAS, in consideration of the mutual contained herein and intending to b legally bound, the parties agree as follows:

1. **TERMS**
   a. **This agreement shall begin on August 18, 2026, and shall conclude on May 29, 2027**

2. **Scope**
   a. **The City shall provide one (1) police officer, which will be assigned as follows:**
      i. **The officer shall primarily at the high school and shall from the time to time provide service at other Academy facilities.**
   b. **The police officer at the high school shall before his duties for the Academy from 7:15AM to 3:15PM, during the 157-day school year and will start on the date the teachers return.**
   c. **The City will not have to provide a substitute police officer when the assigned officer is on vacation or on sick time.**
   d. **The police officer assigned herein will not be pulled from the Academy by the City for coverage of any police officer that does not report for duty that day, whether it be vacation, sick days, or personal days. If there is a violation of this clause by the city, the Academy will have the option to terminate this Agreement. Any assigned School Resource Officer may respond to an emergency situation that occurs near the facilities of the Academy.**
   e. **Each/all police officers shall remain an employee of the City of Johnstown at all times, and not the Academy.**

3. **Compensation**
   a. **The school district will pay $45.00/ per hour ($56,520) for the services of the police officer during the 157-day school year. However, it is further understood and agreed that the relevant amount shall be subject to an increase in January of each year of the Agreement which shall be equivalent to the percentage of the increase in salary cost for each assigned officers as specified in the Police CBA.**
      i. **The Academy shall not be responsible for payment for a police officer's vacation or sick days.**
      ii. **The Academy shall be billed based upon the bi-weekly time sheets submitted to the City Finance Office.**
      iii. **The academy shall receive a bill of $6,280.00 for the first of each month through June 1, 2027.**

4. **Selection of a Police Officer**
   a. **The City and the Academy will work together in the selection of an assigned police officer. If a mutually acceptable police officer cannot be selected, the City shall submit three (3) names to the Academy for selection. The Academy shall have final approval in the assigned officer selection process.**
5. **Duties**
   a. **The guidelines and duties of the assigned police officer shall be those outlined in the job description for the School Resource Officer.**
   b. **Decisions regarding suspension or expulsion of a student shall be made by the Academy.**
   c. **Decisions regarding any arrest shall be made by the police officer. When possible, the Academy shall be notified in advance of any arrests.**
6. **Controlling Law**
   a. **This agreement shall be constructed and enforced pursuant to the laws of the Commonwealth of Pennsylvania.**
7. **Entire Agreement**
   a. **The agreement constitutes the entire Agreement amount the parties and supersedes and all prior understanding and agreements.**

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this agreement to be duly executed by their duty authorized representatives, as of the dates first above written.

CITY OF JOHNSTOWN

_____

CHIEF OF POLICE

BISHOP MCCORT ACADEMY