

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10504

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA ENTERING INTO AN AGREEMENT WITH THE GREATER JOHNSTOWN SCHOOL DISTRICT TO PROVIDE A SCHOOL RESOURCE OFFICER AT THE ELEMENTARY SCHOOL, MIDDLE SCHOOL AND HIGH SCHOOL 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 School Resource Officers to the Greater Johnstown School District; and

WHEREAS, the City of Johnstown and Greater Johnstown School District desire to enter into an agreement for the City to provide School Resource officers to the District; and

WHEREAS, the terms of the agreement shall begin on July 1, 2022 and conclude on June 30, 2024; and

WHEREAS, the police officers at the high school and middle school shall perform his or her duties for the School District from 7:00 a.m. until 3:00 p.m. during the nine month school year and will start one week prior to the date of the teachers return; and

WHEREAS, the police officer at the elementary school shall perform his or her duties for the School District from 8:30 a.m. until 4:30 p.m. during the nine month school year and will start one week prior to the date the teachers return; and

WHEREAS, the City will be compensated by the School District \$53,870 (plus benefits) for the year round police officer and \$80,802 for the nine month period of the other two police officers, understanding and agreeing that the relevant amounts shall be subject to an increase in January of each year equivalent to the percentage of increase in salary cost for each of the assigned officers as specified in the police collective bargaining agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Manager is hereby authorized and directed to execute, on behalf of the City of Johnstown, the attached agreement with the Greater Johnstown School District to provide School Resource Officers at the elementary school, middle school and high school.

ADOPTED: April 20, 2022

By the following Vote:

Yeas: Mr. Arnone, Mr. Britt, Mr. Capriotti, Rev. King, Ms. Huchel, Mr. Britt, Mayor Janakovic

Nays:


Frank Janakovic, Mayor
Michael Capriotti, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10504** as the same by the City Council of the City of Johnstown, Pennsylvania.



Ethan Imhoff, City Manager

SCHOOL RESOURCE OFFICER AGREEMENT

AGREEMENT made as of the 20 day of April, 2022, between the CITY OF JOHNSTOWN (City) and the GREATER JOHNSTOWN SCHOOL DISTRICT (School District).

WHEREAS, the School District wishes to have city police presence in their schools; and

WHEREAS, in consideration of the mutual covenants contained herein and intending to be legally bound, the parties agree as follows:

1. Terms.

This Agreement shall begin on July 1, 2022, and shall conclude on June 30, 2024.

2. Scope.

- a. The City shall provide three police officers, which will be assigned as follows:
 - i. one shall be primarily placed at the high school
 - ii. one shall be primarily placed at the middle school
 - iii. one shall be primarily placed at the elementary school
- b. The police officers at the high school and middle school shall perform his/her duties for the School District from 7:00 a.m. until 3:00 p.m., during the 9 month school year and will start one week prior to the date the teachers return.
- c. The police officer at the elementary school shall perform his/her duties for the School District from 8:30 a.m. until 4:30 p.m., during the 9 month school year and will start one week prior to the date the teachers return.
- d. There shall be one police officer scheduled year-round, during day-light hours, at the School District. The other two police officers shall begin work one week prior to the return of students and will work one week after the dismissal of students.
- e. The City will not have to provide a substitute police officer when any of the three assigned officers are on vacation or call off sick.
- f. The police officers assigned herein will not be pulled from the School District by the City for coverage of any police officer that does not report to duty that day, whether it be for vacation, sick days, or E days. If there is a violation of this clause by the City, the School District will have the option to terminate this Agreement. Any assigned School Resource Officer may respond to an emergency situation that occurs near the Greater Johnstown School District's buildings.
- g. Each/all assigned police officers shall remain an employee of the City of Johnstown at all times; and not the Greater School District.

3. **Compensation.**

- a. The School District shall pay \$53,870+benefits (\$88,526) for the year-round police officer and \$80,802 for the nine (9) month period for the other two (2) police officers. 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 increase in salary cost for each of the assigned officers as specified in the Police CBA.
- b. The School District shall not be responsible for payment of a police officer's vacation or sick days.
- c. The School District shall be billed based upon the bi-weekly time sheets submitted to the City Finance Office.
- d. The School District will pay for the School Resource Officer to attend one certified training, per year.

4. **Selection of a Police Officer.**

The City and the School District shall 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 School District for selection. The School District 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 (attached hereto and marked as Exhibit "A").
- b. Decisions regarding suspension or expulsion of a student shall be made by the School District.
- c. Decisions regarding any arrest shall be made by the police officer. When possible, the School District shall be notified in advance of any arrests.

6. **Controlling Law.**

This Agreement shall be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania.

7. **Entire Agreement.**

This Agreement constitutes the entire Agreement among the parties and supersedes any and all prior understandings and agreements.

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

CITY OF JOHNSTOWN

ATTEST:

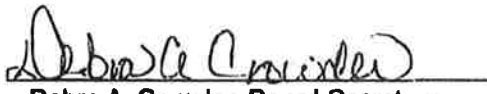




Ethan Imhoff, City Manager

GREATER JOHNSTOWN SCHOOL DISTRICT

ATTEST:



Debra A. Crowder, Board Secretary



Eugene D. Pentz, President - Board of Directors



City of Johnstown, Pennsylvania
Police Department

**Public Safety Building
401 Washington Street
Johnstown, PA 15901
OFFICE 814-539-0889
FAX 814-535-7874**

Exhibit A

School Resource Officer [SRO] Job Description

1. Foster, develop and maintain open lines of communication to achieve a positive and safe learning environment between students, faculty, parents and police officers.
2. Organize, develop and present in a classroom setting individualized lessons and materials as per the guidelines mutually agreed upon by police and school officials.
3. Formulate positive crime prevention programs aimed at young persons with school officials. Develop and implement periodic programs for youth.
4. Serve as a school liaison officer providing guidance on ethical issues in the classroom setting, providing individual counseling to students and explaining the role of law enforcement.
5. Properly channel disclosure information regarding sexual abuse or other sensitive confidential matters to the proper investigative/social agencies.
6. Promote and maintain a safe and drug free environment within the Johnstown City School System.
7. Enforce the Juvenile Act within Title 42 of the Pennsylvania Judicial Code with special emphasis upon the enforcement of laws pertaining to:
 - a. Possession, use, or sale of controlled substances including alcohol, cigarettes and drugs.
 - b. Weapons violations.
 - c. Truancy Laws.
 - d. Assaults committed by or upon students.
 - e. Children at risk of destructive behaviors in a crisis situation.
8. Provide a direct police link between all Johnstown schools and the police department maintaining regular and close contact with existing police resources.
9. Provide traffic control and parking lot monitoring before and after school.
10. Provide police work for the city during summer and school vacations as directed by the Police Chief.