

ERIE COUNTY TECHNICAL SCHOOL
FULL-TIME SCHOOL POLICE OFFICER
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made _____ day of _____, 2024, by and between the Operating Committee of the **ERIE COUNTY TECHNICAL SCHOOL** (the “School”) and _____ (hereinafter referred to as “Employee”).

WHEREAS, the Operating Committee of the School did appoint Employee as a full-time School Police Officer on _____, 2024; and

WHEREAS, the parties have agreed upon certain terms and conditions concerning the appointment and desire to reduce said terms and conditions to writing.

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

1. Term. The Operating Committee in consideration of the promises herein contained, appointed Employee and the Employee hereby accepts said appointment as a full-time School Police Officer for the School for an initial term commencing on _____, 2024 and ending on _____, 2025.

2. Authority of School. The School on its own behalf hereby retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws and the Constitution of the Commonwealth of Pennsylvania save for any power or rights limited by the express terms of the Agreement.

3. Necessary Authorizations/Certifications. The Employee agrees to:

- (a) Maintain current Act 34, Act 151, and Federal Criminal History Record Information clearances.
- (b) Maintain current First Aid and CPR Training Certifications.
- (c) Maintain current Lethal Weapons Certification Card.
- (d) Maintain current Driver’s License.
- (e) Complete any necessary or relevant trainings. The Employee agrees to complete all mandatory yearly-certified training, firearms training, first-aid training, and all other mandated trainings to maintain the required certifications as a school police officer.

4. Duties. The Employee’s duties and responsibilities as a School Police Officer shall include:

- (a) Patrolling the School buildings and grounds.

- (b) Investigating criminal complaints and activities.
- (c) Collecting and preserving evidence related to criminal activities.
- (d) Conducting interviews and investigations.
- (e) Filing required reports with appropriate authorities and agencies.
- (f) Coordinating with local police, emergency, and social agencies.
- (g) Developing applicable educational programming.
- (h) Participating in related school activities, initiatives, and meetings.
- (i) Interacting with students to building positive relationships and enhance the school climate.
- (j) Those powers and duties enumerated in Section 13-1306-C of the Pennsylvania Public School Code of 1949.
- (k) If Employee is absent from his/her duties at the School due to illness or any other reason, it is his/her responsibility to notify the Executive Director or designee as soon as possible after he/she is aware he/she will be absent.

The Employee shall be scheduled to work a total of 210 days during the 2024-2025 school year. The Employee will work 7.5-hour daily shifts when school is in session, and the hours may be adjusted as needed but will typically be 7:45 a.m. to 3:15 p.m., with lunch being a working lunch for meeting and being on-call. The Employee shall have the opportunity to work extracurricular activities and other evening events as needed. The Employee shall report to the School's Executive Director or designee.

5. Compensation and Benefits.

- (a) The Employee will be compensated for the term of this Agreement (based on 210 days) at the salary of \$43,200.
- (b) The Employee may be asked to work security for School dances and other School events if requested by the Executive Director.
- (c) Compensation shall be made in accordance with the School's payroll procedures.
- (d) The Employee shall be entitled to overtime compensation for all hours worked in excess of 40 in a work week.
- (e) The School has offered the Employee the opportunity to enroll in the School's health plan as set forth in the School's Support Unit Contract.

- (f) The Employee will be entitled to those benefits to which he may be eligible pursuant to the Public School Employees' Retirement System ("PSERS").
- (g) The Employee will be granted 11 sick days, and 3 personal days of paid time off during the term of this Agreement. Use of personal days and sick days will mirror the Act 93 Agreement for administrators who work 210 days.
- (h) The School will allocate up to \$8,000 per year for professional development, equipment, and supplies. All purchases will be approved prior to the expense by the Executive Director. The School will supply or reimburse the Employee with all necessary equipment to carry out Employee's duties, including, but not limited to the following: firearm, safety vest/gear, uniform and vehicle.
- (i) The Employee is not entitled to any other fringe benefits.

6. Termination.

- (a) This Agreement may be terminated prior to the end of the term of this Agreement for the following reasons:
 - (i) Mutual agreement of the parties.
 - (ii) Disability of Employee making him unable to perform the essential functions of School Police Officer with or without reasonable accommodation.
 - (iii) Death of Employee.
 - (iv) Resignation of Employee, in which the Employee agrees to provide at least thirty (30) days advance written notice of his/her resignation.
 - (v) Discharge of Employee in accordance with the Pennsylvania Public School Code of 1949, as amended.

7. Modification. This Agreement contains the entire agreement between the parties and may not be changed or altered except in writing with signature of all parties concerned.

8. Severability. If during the term of this Agreement it is found that a specific clause of the Agreement is illegal under federal or state law, the remainder of the Agreement not effected by such ruling shall remain in force.

9. Statutory References. All references to the Pennsylvania Public School Code of 1949 contained herein shall also refer to and incorporated any amendment or recodification of such code.

10. Applicable Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties have caused this Agreement to be duly execute the day and year first above written.

ERIE COUNTY TECHNICAL SCHOOL

President

Date

Date

Secretary

Date

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