

AGREEMENT
SCHOOL SECURITY OFFICERS

THIS AGREEMENT entered into this 1st day of July, 2019 by and between the **INDIANA AREA SCHOOL DISTRICT**, a public school district and political subdivision of the Commonwealth of Pennsylvania, having its principal place of business situated at 501 East Pike Indiana, Pa 15701 (hereinafter referred to as "School District")

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ARMSTRONG LOCK & SECURITY, LLC, having its principal place of business situate at 104 S. Water Street, Kittanning, PA 16201 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Armstrong Lock & Security, LLC provides security services for public schools; and

WHEREAS, School District is desirous of engaging Contractor for such services, subject to the terms and conditions contained herein.

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

1. CONTRACTOR shall provide security protection for SCHOOL DISTRICT at all buildings, properties and/or facilities owned or leased by

SCHOOL DISTRICT, as from time to time requested by SCHOOL DISTRICT.

2. **SECURITY PROTECTION DUTIES.** Security protection shall include, but not be limited to, the following:

- 2.1. Necessary security checks;
- 2.2. Internal and external building patrols;
- 2.3. Assisting with investigations of student misconduct as requested by the Building Principal (if detaining a student, CONTRACTOR shall notify the Principal prior to interviewing the student);
- 2.4. Protect students, staff and buildings from external and internal security risks;
- 2.5. Maintain a security presence;
- 2.6. Cooperate with juvenile probation officers assigned to a student;
- 2.7. Promote positive relationships between security personnel, students, parents, faculty, and staff;
- 2.8. Maintain a positive role model to students through daily interaction and engagement at school functions;
- 2.9. Develop a rapport with students to prevent and/or minimize dangerous situations that may occur on school grounds;
- 2.10. Security staff will follow responsibility guidelines attached as exhibit 2.10 unless revised by school district at a later date.
- 2.11. Determine whether local or state law enforcement action is immediately appropriate, contact, and upon arrival assist, local and state law enforcement agencies; and
- 2.12. Assist in completing any paperwork or surveys required by said Safe School Grant.

3. **WORK SCHEDULE.** Security protection shall be provided on the days and during the hours as determined by SCHOOL DISTRICT. CONTRACTOR shall work a schedule as directed by the

Board/ Administration, which shall normally coincide with the attendance of the students in the school system. Additional work may be required during the summer or for special events as directed. Work schedules may, by necessity, be adjusted and work hours may be reduced due to early dismissals, delays, and/or cancellations of school.

4. **NUMBER OF PERSONNEL.** CONTRACTOR shall provide the number of personnel requested by SCHOOL DISTRICT and agreed to be provided by CONTRACTOR in advance during said period for the purpose of providing security protection.

5. **CARRYING OF FIREARMS.** The SCHOOL DISTRICT has authorized CONTRACTOR's security personnel assigned to the SCHOOL DISTRICT to carry firearms while on school property or in school buildings. Authorization, however, is limited to individuals who have completed firearms training pursuant to the Lethal Weapons Training Act (Act 235) and maintain current Act 235 Certification. Assigned officers will complete Basic SRO training mandated by PA Senate bill 621.

5.1. **Act 235 and other Certifications.** CONTRACTOR must provide to the SCHOOL DISTRICT proof that any and all security personnel assigned to the SCHOOL DISTRICT has completed firearms training pursuant to the Lethal Weapons Training Act (Act 235). Every employee assigned by CONTRACTOR to carry a firearm on SCHOOL DISTRICT property must have a copy of current Act 235 certification filed on record at the SCHOOL DISTRICT offices before carrying a firearm on SCHOOL DISTRICT property. Security personnel supplied by CONTRACTOR will also have Act 34 certification, Act 151 certification and Act 141 certification and an FBI criminal history report. These additional certification documents will be provided to the SCHOOL DISTRICT upon request.

6. **SECURITY PROTOCOLS.** Contractor has developed policies and procedures regarding the use of force, use of firearms, personal appearance and drug testing. A copy of said policies and procedures are attached hereto, and

designated Exhibit "A". During the term of this Agreement, CONTRACTOR agrees to maintain, abide by, and keep in force for its personnel these policies and procedures, including any sign-offs for its personnel as contained therein.

7. **CONSIDERATION / RATE.** The SCHOOL DISTRICT shall pay CONTRACTOR for its services and performance of its obligations as contained in this Agreement at the hourly rate of Thirty Four (\$34.00) Dollars per hour per security person all security staff will work a minimum shift of three hours when assigned to the SCHOOL DISTRICT by CONTRACTOR. The school district will also pay the contractor \$990.00 for two officers who complete the SRO training mandated by Pa Senate bill 621.

8. **INSURANCE.** During the term of this Agreement, CONTRACTOR will maintain automobile, general liability, worker's compensation insurance as required by law, and unemployment compensation insurance as required by law covering all operations, locations, vehicles, and employees used in the performance of this Agreement. Such insurance shall be kept in force throughout performance of the Contractor's services and for two (2) years after the end of such performance. Such insurance shall be an "occurrence" policy.

8.1 **Additional Insured.** The SCHOOL DISTRICT shall be named as an additional insured under said liability policies. A certificate of insurance in favor of the Indiana School District must be provided. It must clearly state that the SCHOOL DISTRICT be named as additional insured and it must further state that the policy cannot be canceled, non-renewed or materially

changed so as to affect the insurance described until 30 days' notice of such action has been delivered to the Armstrong School District.

9.0. **INDEMNIFICATION.** CONTRACTOR agrees to indemnify, defend and hold harmless the SCHOOL DISTRICT from and against any and all damages, costs, including attorney fees, judgments, settlements, claims or expenses of any nature arising out of its performance. To the fullest extent permitted by law, the CONTRACTOR, for itself and for its subcontractors and suppliers and their respective agent, employees and servants, expressly waives any and all immunity or damage limitation provisions available to any agent, employee or servant under any workers compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or case law would otherwise limit the amount recoverable by the SCHOOL DISTRICT pursuant to this indemnity provision. Compliance with insurance requirements shall not relieve the CONTRACTOR of any responsibility to indemnify the SCHOOL DISTRICT for any liability. Indemnity obligations shall not be reduced or negated by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event, which is the subject matter of the claim or refusal to defend the SCHOOL DISTRICT as an additional insured. The SCHOOL DISTRICT shall be covered on a primary basis prior to application of or contribution from any other insurance policy of the SCHOOL DISTRICT. The foregoing notwithstanding, it is expressly agreed to between SCHOOL DISTRICT and CONTRACTOR that any liability imposed by this agreement upon CONTRACTOR shall be limited to claims arising out of

CONTRACTOR's work undertaken pursuant to this agreement for school security officers.

10.0. **MANAGEMENT OF EMPLOYEES.** Personnel furnished by CONTRACTOR to perform the functions specified in the Agreement shall be employees of CONTRACTOR. CONTRACTOR shall pay all salary, wages, Social Security taxes, federal and state unemployment insurance, and any other tax relating to the employment of such employees. CONTRACTOR shall provide all other required management service, including personnel services such as licensing, training, supervision, and evaluation, necessary to carry out the terms of this contract. Consistent with this Agreement, Contractor's employees shall report to District Administration while on school property.

10.1. **No Employer/Employee Relationship.** Neither CONTRACTOR nor any employee or agent of the CONTRACTOR will be considered an employee or agent of the SCHOOL DISTRICT at any time, under any circumstances, for any purpose. SCHOOL DISTRICT'S exercise of its rights as set forth in this Agreement shall in no way whatsoever be construed or implied as creating an employer/employee relationship between itself and CONTRACTOR'S employees. CONTRACTOR agrees to indemnify, defend and hold harmless SCHOOL DISTRICT against all claims, damages, losses or penalties resulting from any judicial, administrative or other determination that any employee of CONTRACTOR is an employee or agent of SCHOOL DISTRICT. The foregoing notwithstanding, it is expressly agreed to between SCHOOL DISTRICT and CONTRACTOR that any liability imposed by this agreement upon

CONTRACTOR shall be limited to claims arising out of CONTRACTOR's work undertaken pursuant to this agreement for school security officers.

10.2 **Removal.** The School District reserves the right to remove any personnel provided pursuant to this Agreement for any reason, and Contractor shall provide a replacement.

11. **CLEARANCES.** CONTRACTOR shall furnish copies of the criminal and Pennsylvania Department of Welfare Child Abuse clearances as from time-to-time required by law for all employees assigned to SCHOOL DISTRICT. No person may come into contact with students until such clearances have been obtained.

11.1. CONTRACTOR, at its expense, will have Act 114 FBI Fingerprint Criminal History checks completed for any and all personnel assigned to SCHOOL DISTRICT sites and shall submit the same to the Indiana Director of Safe Schools for each security officer performing duties on behalf of CONTRACTOR under this agreement.

11.2. **PDE 6004.** Pursuant to Act 24 of 2011, CONTRACTOR shall require all employees to utilize, submit, and comply with the requirements of the Pennsylvania Department of Education's Arrest/Conviction Report and Certification Form (PDE 6004). Form (PDE 6004) shall be submitted to Indiana's Director of Safety for each security officer performing duties under this agreement.

12. **MISCELLANEOUS.**

12.1. **Nonexclusive.** It is specifically acknowledged and understood by CONTRACTOR that it is not now, and may not be in the future, the

exclusive providers of security protection for SCHOOL DISTRICT. It being understood that SCHOOL DISTRICT may at any time, utilize other entities for security protection.

12.2. **Amendment.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by all parties hereto.

12.3. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto; and no modifications, amendments, changes or discharge of any of the provisions of this Agreement shall be valid or binding unless the same are in writing and signed by all parties hereto.

12.4. **Supersedes.** This Agreement embodies the entire Agreement and understanding of the parties and supersedes any and all prior negotiations, understandings, and agreements, proposed or otherwise, written or oral, concerning the subject matter hereof.

12.5. **Choice of Law.** This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

12.6. **Acknowledgment.** The parties acknowledge that they have read the above and fully understand the terms and conditions thereof.

12.7. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed to be an original.

12.8. **Privacy.** In regard to any student records or confidential information viewed or obtained by Contract pursuant to this Agreement, Contractor

agrees to comply with all provisions of state and federal law, including the Family Educational Rights and Privacy Act (FERPA).

13. **ASSIGNMENT.** CONTRACTOR shall not have the right to assign this Agreement or any portion thereof, without the prior written approval of the SCHOOL DISTRICT. Approval to permit an assignment shall be at the sole discretion of SCHOOL DISTRICT.

14. **THIRD PARTY RIGHTS.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including any employee or agent of CONTRACTOR, against the School District.

15. **TERM.** This Agreement shall be in full force and effect, and binding upon the parties hereto for a term to commence on July 1, 2019 and conclude on Midnight, June 30, 2019. This Agreement may be terminated at any time by SCHOOL DISTRICT for any reason or no reason upon thirty (30) days written notice by certified mail, return receipt requested, to CONTRACTOR'S principal place of business.

16. **NOTICES.** All notices to be given under this Agreement shall be given by certified mail, postage prepaid, return receipt requested, addressed to the proper party at the following location:

**Indiana School District
Administration Office
501 East Pike
Indiana, Pa 15701
Attention: Superintendent**

**ARMSTRONG LOCK & SECURITY, LLC
104 S. Water Street
Kittanning, PA 16201
Attention: Thomas C. Burk President**

IN WITNESS WHEREOF, the parties hereto have set their hand and seals the day and year first above written.

ATTEST: INDIANA AREA SCHOOL DISTRICT

Board Secretary

By: _____
President of Board

ATTEST: ARMSTRONG LOCK & SECURITY, LLC

Secretary

By: _____
President