

GIRARD SCHOOL DISTRICT

ARMED EVENT SECURITY AGREEMENT

THIS AGREEMENT is made the 24th day of August, 2026 by and between the Board of School Directors of the **GIRARD SCHOOL DISTRICT** (the “School District”) and **JOHN SIMKOVITCH** (hereinafter referred to as “Simkovitch”).

WHEREAS it has been determined that from time to time there is a need for backup and support for the Girard School District School Police Officer to assure the School District has Security Personnel during extra-curricular events held after the school day at the School District; and

WHEREAS, it has been determined that the best method of such back up and support is the appointment of an Armed Event Security Guard; and

WHEREAS, the Board of School Directors of the School District did appoint Simkovitch as an Armed Event Security Guard by Resolution August 24, 2026; 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 Board in consideration of the promises herein contained, appoints Simkovitch and Simkovitch hereby accepts said appointment as an Armed Event Security Guard for the School District for a term commencing on August 24, 2026 and ending on June 30, 2027.
2. Authority of School District and School District Superintendent. The School District on its own behalf and on behalf of the electors of the School District 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. Simkovitch agrees to:
 - a) Satisfy the requirements of 24 P.S. §§ 1-111 & 1-111.1 and 23 Pa.C.S.A. § 6344 (relating to employees having contact with children; adoptive and foster parents).
 - b) Exhibit Proof of licensing pursuant to the Uniform Firearms Act.
 - c) Exhibit proof of current Lethal Weapons Certification Card, Act 235.
 - d) Maintain current Driver’s License.
 - e) Provide his own standard firearm and Armed Guard equipment.
4. Training Costs.
 - a) The School District agrees to pay for any costs associated with training

which is mandated by the School District, including First Aid and CPR training.

5. Duties. Simkovitch's duties and responsibilities as an Armed Event Security Guard shall include:

- a) Patrolling the School District buildings and grounds during extra-curricular events or activities occurring after the school day.
- b) Monitoring the conduct of adults, students and others in attendance at the extra-curricular event or activity.
- c) Coordinating with local police, emergency, and social agencies, when needed.

Simkovitch will not have a regular schedule of workdays or hours and may be contacted to appear to perform his duties with little notice, including the day he is needed to work at a School District's extra-curricular event or activity. The School District will attempt to provide as much notice as possible.

6. Compensation and Benefits.

- a) Simkovitch may be asked to work security for School District dances, games, and other School District events at a rate of \$28.00 per hour if requested by the Superintendent.
- b) Compensation shall be made in accordance with the School District's payroll procedures.
- c) Simkovitch understands that he is not entitled to any School District benefits other than those listed in "a" above.
- d) If the Employee is a retired member of the Public School Employees' Retirement System, the following language shall apply:

By entering into this contract, Employee/Annuitant agrees that neither the Employee/Annuitant, nor the Girard School District, shall make any contributions to the Public School Employees' Retirement System or the School Employees' Defined Contribution Plan (collectively, PSERS), on account of any service performed under this contract. Employee/Annuitant further hereby waives all retirement benefits (including, but not limited to, benefits from a Multiple Service election) from PSERS that could arise from service performed under this contract, and hereby releases and holds harmless both the Girard School District and PSERS from any liability for the payment of retirement benefits that could arise from service performed under this contract. This work will be performed primarily outside of regular instructional hours and that the work is not related to instruction of curriculum.

7. 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 Simkovitch making him unable to perform the essential functions of an Armed Event Security Guard with or without reasonable accommodation.
- iii. Death of Employee.
- iv. Resignation of Simkovitch, in which Simkovitch agrees to provide at least thirty (30) days advance written notice of his resignation.
- v. The School District determines that an Armed Event Security Guard is no longer necessary.
- vi. Causes found for removal found in Section 514 of the Pennsylvania Public School Code of 1949.

8. 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.

9. 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 affected by such ruling shall remain in force.

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

11. 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 executed the day and year first above written.

GIRARD SCHOOL DISTRICT

John Simkovitch, (Armed Event Security Guard)

Richard Brown, Board President

Date

Date

Jacob Hagmaier, Board Secretary

Date