

# TOWN COUNCIL



## STAFF REPORT

<b>MEETING DATE:</b>	June 13, 2018
<b>ISSUE:</b>	Approval of an Agreement Between the Town of Bluffton and the Beaufort County School District for the Purpose of Providing School Crossing Guards
<b>STAFF LEAD:</b>	Scott Chandler, Interim Chief of Police

### **RECOMMENDATION:**

Staff is seeking approval of the attached intergovernmental agreement between the Town of Bluffton and the Beaufort County School District.

### **BACKGROUND:**

The attached agreement formalizes the process for the Bluffton Police Department to provide school crossing guards and receive reimbursement from the Beaufort County School district for the same. In prior years, this process was not formalized through intergovernmental agreement. For FY18, however, the school district requires a formal agreement in order to process payment to the Town for services rendered.

In summary, the agreement provides five crossing guards at specified locations and times, while training and equipping the same. The total amount of the agreement is \$64,000.

### **NEXT STEPS:**

Following approval by Town Council, the Town manager will sign the agreement and Staff will forward to Beaufort County School District. For FY19 and future fiscal years, this agreement will be executed early in each fiscal year.

### **ATTACHMENT:**

School Crossing Guard Agreement Between The Beaufort County School District and The Town of Bluffton For School Year 2017-18

**SCHOOL CROSSING GUARD AGREEMENT**  
**BETWEEN**  
**THE BEAUFORT COUNTY SCHOOL DISTRICT**  
**AND THE TOWN OF BLUFFTON**  
**School Year 2017-2018**

THIS SCHOOL CROSSING GUARD AGREEMENT (the “*Agreement*”) for the School Crossing Guard Program is being entered into by and between the Town of Bluffton, a South Carolina municipal corporation, created and existing pursuant to S.C. Code Ann. § 5-7-10, *et seq.*, located wholly within Beaufort County (the “*Town*”) and the Beaufort County School District, Beaufort South Carolina (the “*District*”) on the following terms and conditions.

WHEREAS, the Town and the District share common and mutual interests in ensuring the safety of the Town’s citizenry and the children attending schools located within the corporate limits of the Town; and,

WHEREAS, the Town and the District have agreed to develop and implement a School Crossing Guard Program upon the terms and conditions set forth in this Agreement; and,

WHEREAS, the Town and District are authorized to enter into this Agreement by virtue of the provisions of Article VIII, Section 13 of the South Carolina Constitution; and,

WHEREAS, the Parties have determined that it is reasonable, necessary, and in the public interest and welfare for the Parties to cooperate and coordinate to ensure the safety of children, parents and others attending and visiting schools within the Town, as set forth more thoroughly herein.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged and affirmed by the District and the Town, the Parties hereby agree as follows:

1. **Recitals Incorporated.** The foregoing recitals are hereby incorporated as though fully set forth herein.
2. **Rights and Duties of the Bluffton Police Department**
  - A. The Town of Bluffton by and through the Bluffton Police Department (the “*BPD*”) shall provide to the District the personnel equipped and trained in appropriate procedures for controlling and directing traffic and pedestrians at or near certain schools within the Town in the manner and at the locations indicated below (the “*School Crossing Guards*”). The locations and times set forth below may be modified by the agreement of the parties based on statistics of vehicular and student traffic in locations near and around the schools assigned. During the term of this Agreement, the Town shall provide five (5) School Crossing Guards, who shall be stationed at the following locations and the following times:
    1. One (1) School Crossing Guard at the entrance to MC Riley Elementary School on Burnt Church Road. This School Crossing Guard will leave this post at 0800 and relocate to the entrance of Bluffton Middle School on Simmonsville Road; and,
    2. One (1) School Crossing Guard at the entrance to Bluffton Middle School on Buck Island Road; and,
    3. Two (2) School Crossing Guards at the entrance to H.E. McCracken Middle School and Bluffton Elementary School at H.E. McCracken Circle. One (1) of the two (2) School Crossing Guards at this location shall leave this post at 0800 and relocate to the entrance of Bluffton Middle School on Simmonsville Road; and,

4. Two (2) School Crossing Guards at the intersection of H.E. McCracken Circle and Buckwalter Parkway.
- B. The Chief of Police shall assign a Sergeant to oversee the School Crossing Guards and their schedules, time sheets, and leave requests.
- C. The Chief of Police shall provide a yearly report of incidents to the Beaufort County School District. This end-of-the-year report will include a narrative explanation, if applicable, to the extent permitted by law.
- D. The Chief of Police, when necessary, or his designee, will use best efforts to meet with the principals of Bluffton Elementary and Michael C. Riley Elementary Schools, as well as Bluffton Middle and H.E. McCracken Middle Schools (collectively, the “*Principals*” and individually, a “*Principal*”) or to discuss and mutually evaluate the progress of the program.
- E. The Town shall provide an estimated 3,600 hours per year of School Crossing Guard services, based upon five (5) School Crossing Guards working two hours in the morning (0700 hours to 0900 hours), to accommodate and support school start times, and two hours in the afternoon (1400 hours to 1600 hours) to accommodate and support school dismissal times, multiplied by the number of anticipated annual school days (180) in the Beaufort County School District calendar. In the event the District must modify the District’s calendar to accommodate the academic needs of its students, the Town agrees to use its best efforts to coordinate with the District to provide School Crossing Guards on any such days. The District must notify the Town via the Chief of Police of any changes which may need to occur in hours of work or locations based on changes in the District calendar no less than ten (10) days prior to the day on which services are to be provided.
- F. Duties of Crossing Guards.
  - 1) The School Crossing Guards shall work at assigned intersections during the scheduled hours of work and/or will notify the on-call Sergeant should an absence occur.
  - 2) The School Crossing Guards shall wear department issued protective vests / outerwear in accordance with South Carolina law.
  - 3) The School Crossing Guards shall conduct traffic control at assigned posts in a manner consistent with standards generally recognized as being employed by School Crossing Guards in the State of South Carolina and utilizing the traffic control equipment provided by the BPD.

### **3. Program Evaluation**

- A. The BPD and the District shall evaluate the necessity of the program annually.
- B. The BPD shall choose a random day each quarter and count the number of students crossing the assigned roadways and the number of vehicles passing the intersection for each location for the morning and afternoon hours.

### **4. Rights and Duties of the Beaufort County School District**

- A. The District shall be responsible for 100% of the associated costs of the School Crossing Guard program, which are detailed in paragraph 10 of this Agreement.
- B. If this Agreement is terminated by either the District or the Town, each Party agrees that the equipment purchased by the District is the property of the District with the exception of the uniforms and related accessories.

### **5. Employment Status of School Crossing Guards**

- A. School Crossing Guards shall be and remain an employee of the Town of Bluffton Police Department and shall not be an employee of the Beaufort County School District.

### **6. Appointment of School Crossing Guards**

- A. The Police Department shall be responsible for recruiting, hiring, training, and evaluating School Crossing Guards who shall serve at the pleasure of the Chief of Police.

**7. Reassignment / Resignation / Dismissal of School Crossing Guards**

- A. In providing services under this Agreement, all School Crossing Guards shall conform to high standards of work and professionalism. If, during the term of this Agreement, a Principal determines that a School Crossing Guard is not effectively performing their duties and responsibilities, the Principal shall immediately notify the Chief of Police. The Chief of Police or designee will promptly review the concerns. Within ten (10) business days from the receipt of the Principal's notification, the Chief of Police will schedule a meeting with the Principal, the Lieutenant and/or Sergeant in the School Crossing Guard's supervisory chain, the Town's Director of Human Resources and the School Crossing Guard for the purpose of mediating/addressing/resolving the concerns of the Principal.
- B. In the event of a resignation, dismissal, or extended absence of a School Crossing Guard, the Chief of Police may direct patrol officers to temporarily fill the assigned duties until the School Crossing Guard returns or another is hired.

**8. Good Faith**

- A. The School Board, the Principals, and the Chief of Police agree to cooperate in good faith in fulfilling the terms of this agreement.
- B. Unforeseen difficulties or questions shall be resolved by negotiation between the Principal and the Chief of Police or their designees.
- C. This agreement shall be reviewed annually by the Principals and the Chief of Police but no later than May 31<sup>st</sup> of the year in which the Agreement shall terminate. Any recommended changes or modification to the agreement by either party shall be submitted in writing no later than July 31 of the same calendar year.

**9. Modification**

- A. This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties to be charged.

**10. Merger**

- A. This agreement constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms.

**11. Term and Termination**

- A. Notwithstanding the date of the execution of this Agreement, the term of this Agreement commenced on June 1, 2017, and shall continue in full force and effect for twelve (12) consecutive months (the "*Term*"). This Agreement shall automatically renew for successive one-year terms upon the same terms and conditions unless otherwise amended by the Parties in accordance herewith.
- B. Each Party shall have the right to terminate this Agreement by providing written notice to the other party directed to the Town Manager or the District Superintendent, as applicable, no less than thirty (30) days prior to the renewal of any term (*i.e.*, May 1<sup>st</sup> of the in existence term).

**12. Compensation**

- A. Amount payable for the 2017-2018 school year is \$64,000.00, broken down as follows:
  - 1) Salary and benefits, \$61,000.00
  - 2) Uniforms and equipment, \$3,000.00

