CROSSING GUARD AGREEMENT

THIS AGREEMENT is made between the Oklahoma City Public Schools Independent School District 1-89, State of Oklahoma, hereinafter referred to as the "School District," and The City of Oklahoma City, a municipal corporation, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the placement of a crossing guards at certain locations within the City will assist the pupils in attendance at adjacent public schools within the School District to cross the street at designated crossing locations and will facilitate traffic flow; and

WHEREAS, the City and the School District jointly recognize the need for crossing guards and together they can supervise and guard the designated locations; and

WHEREAS, the City has employed, trained, and placed crossing guards at designated locations, but is unable to fully fund this program due to budgetary restrictions; and

WHEREAS, the School District desires to provide funding for this program and has requested the City to provide partial financial assistance in order that the crossing guards can be placed at the appropriate locations to assist the pupils in attendance at such schools within the School District; and

WHEREAS, the City and the School District are desirous of entering into this agreement to set forth terms and conditions under which the designated crossing locations will be guarded.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the City and the School District agree as follows:

TERM

A. The term of this Agreement shall be from July 1, 2022, through June 30, 2023

B. It is further agreed by and between the parties hereto, that, thirty (30) days prior to the termination date of this agreement, consideration shall be given to the renewal of said agreement if sufficient appropriations have been made for the ensuing fiscal year.

THE SCHOOL DISTRICT AGREES TO:

A. The School District will assist the City in determining where the designated crossing guard locations shall be located and the hours during which guards should be present. Each crossing guard shall not work more than a total of two (2) hours per day per location.

B. The School District will provide volunteer substitute crossing guards.

C. The School District will assist in the supervision and control of the crossing guards by ensuring that a crossing guard is present at the designated location at the designated times. If a guard is not present, the School District or those acting on behalf of the School District, will notify the City at the Police Uniform Support Division at (405) 316-5257 or (405) 297-1142 and shall provide a volunteer substitute until the City is able to provide a guard. The school district shall provide a volunteer substitute for any crossing guard services required beyond the maximum of two hours per day per location.

D. The School District, or those acting on behalf of the School District, will promptly advise the City at the Police Uniform Support Division at (405) 316-5257 or (405) 297-1142 of any inappropriate conduct by a crossing guard.

E. The School District will be responsible for providing materials to parents and students concerning the location of the designated crossing locations, the time the crossing guards will be present and in the event the guard is absent, and the School District is unable to provide a substitute, the School District will notify the students of the absent guard.

F. The School District shall be responsible for the payment or settlement of any workers' compensation claim or unemployment compensation benefit for the substitute crossing guard, which the School District or those acting on behalf of the School District places at the designated crossing locations.

THE CITY AGREES TO:

A. The City will screen, employ, discipline, train and assist in the supervision and control of the crossing guards.

B. The City will administer the crossing guard program and will provide supplemental funding for the administration and cost of the program.

C. The City will be responsible for all employment costs associated with the crossing guards under terms and conditions established by the City.

D. The City will assist the School District in determining where the designated School crossing guard locations shall be located and the hours during which guards will be provided.

E. The City will screen, train, and provide equipment and uniforms that it deems necessary to the School District volunteer substitute crossing guards.

THE PARTIES FURTHER AGREE:

The employees of one party are not the employees of the other party and each party is liable to the extent allowed by law for the acts or omissions of its own employees but not those of the other party. Substitute crossing guards are not employees of the City.

COMPENSATION

A. The School District will reimburse the City for one-half of the wages the City pays to the crossing guard, or any substitutes hired by the City, who are placed at the designated crossing locations. Said guard and/or substitute shall work no more than 180 days, during the 2022-2023 school year. Said guard and/or substitute shall receive a maximum of twenty-four dollars ($24.00) per day for working the morning and afternoon shift or twelve dollars ($12.00) per day for working only one morning or afternoon shift.

B. The maximum amount the School District will be required to reimburse the City shall be $194,498.00 for the 2022-2023 school year, based on an estimated 90 crossing guards. The School District agrees that if the District petitions the Oklahoma City Traffic Commission for additional crossing guard location(s) during the contract year, and the request is approved, the maximum contract cost may be increased according to the compensation outlined in Paragraph A.

C. The City will submit an invoice to the School District as soon as practical after the close of each calendar quarter. Supporting documentation for the amount billed, including the crossing guard's name, location, daily salary, and number of days worked for each approved location for which the City seeks reimbursement is available for the School District to review upon request.

D. The School District will promptly pay the City the amount due; failure to do so may result in the breach of this Agreement.

TERMINATION

A. This Agreement may be terminated prior to the expiration date under the following conditions:

1. Material breach of this Agreement by either party shall include, but not be limited to, non-payment of bills or failure to provide crossing guards in a reasonable manner. In the event of material breach, either party may terminate this Agreement upon written notice to the other party.

2. Either party may terminate this Agreement for any reason upon a thirty (30) days written notice to the other party.

NOTICES

Notice of termination required under this Agreement under "Termination" shall be in writing, shall be considered received when mailed, and shall be mailed by certified mail, return receipt requested, to the City and the School District, at the following addresses:

If to the City:

Oklahoma City Police Department
Chief of Police
700 Colcord Dr.
Oklahoma City, Oklahoma 73102

If to the School District:

Oklahoma City Public Schools
ACCOUNTS PAYABLE
2500 N.E. 30th Street
Oklahoma City, Oklahoma 73111

COMPLETE AGREEMENT

This Agreement is the complete agreement of the parties regarding matters addressed herein. No oral agreements or representations shall be considered binding on the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Oklahoma City Public Schools Independent School District No. 89

By: Paula M. Lewis
Paula M. Lewis

Title: Chairperson

OKLAHOMA CITY PUBLIC SCHOOLS OFFICIAL SEAL OKLAHOMA COUNTY State of Oklahoma

Signed and notarized before me this 18th day of July, 2022

Notary C A Cates
Notary Public and OKCPS Board Clerk

My Commission expires: 12/28/2023 Commission # 11011524

C. A. CATES NOTARY # 11011524 EXP. 12/28/23 PUBLIC STATE OF OKLAHOMA

This agreement was approved by the OKCPS BOE at its July 18, 2022, regular business meeting, item #14.03 CAC

APPROVED by the Council and SIGNED by the Mayor of the City of Oklahoma

City this 16th day of August 2022.

ATTEST: (Seal)

Amy K. Simpson
City Clerk

David Holt
Mayor

REVIEWED for form and legality:

Orval Edwin Jones
Assistant Municipal Counselor