COPY

AMENDED SCHOOL CROSSING GUARDS AGREEMENT

THIS SCHOOL CROSSING GUARDS AGREEMENT made this 24th day of August, 2010, by and among the CITY OF YORK, hereinafter designated "City," the SCHOOL DISTRICT OF THE CITY OF YORK, hereinafter designated "School District", and the COMMUNITY PROGRESS COUNCIL, INC. hereinafter designated "CPC" is hereby amended effective the first day of January 2011. WITNESSETH:

WHEREAS, the City is a third class city organized and existing under the laws of the Commonwealth of Pennsylvania and has its principal place of business at 50 W. King St., York, PA 17401;

WHEREAS, the School District is a second class school district organized and existing under the laws of the Commonwealth of Pennsylvania and has its principal place of business at 31 N. Pershing Ave., York, PA 17401; and

WHEREAS, CPC is a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania and has its principal place of business at 226 E. College Ave., York, PA 17403; and

WHEREAS, pursuant to Pennsylvania law (53 P.S. § 37010), upon the request of the board of school directors of a school district, the city council of a city may appoint school crossing guards who shall have the duty of controlling and directing traffic at or near schools and who shall be in suitable and distinctive uniform (a true and correct copy of 53 P. S. § 37010 is attached hereto as Exhibit "A"); and

WHEREAS, some time ago, the Board of School Directors of the School District requested the City Council of the City to appoint various school crossing guards; and

WHEREAS, on February 19, 2002, the City Council of the City passed Ordinance 6-2002 which created an Educational Service Agency to operate exclusively for the purpose of providing services to the School District in the nature of protection of students at intersections within the City and the School District (a true and correct copy of Ordinance 6-2002 is attached hereto and marked Exhibit "B"),. And

WHEREAS, pursuant to 53 P.S. § 37010 and City Ordinance 6-2002, the City has been employing school crossing guards to control and direct traffic at or near schools and at areas identified by a designee of the City police department and the Superintendent of the School District or his or her designee; and

WHEREAS, the City has been having a difficult time finding and retaining an adequate number of reliable individuals to act as school crossing guards, which has resulted in some identified areas not having school crossing guards for the School District's students; and

WHEREAS, the CPC has offered to assist the City and the School District in finding and retaining an adequate number of reliable number of school crossing guards for the identified areas for the protection of the School District's students; and, WHEREAS, the City, the School District, and CPC have reached an agreement in this matter and desire to set forth such agreement in writing.

NOW THEREFORE, with the foregoing recitals and Exhibits being incorporated herein and deemed an essential part hereof, and in consideration of the premises and of the mutual promises, covenants and undertakings set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the parties hereto, the parties hereto, each intending to be legally bound hereby, covenant and agree as follows:

1. Hiring Of School Crossing Guards. The City shall continue to appoint and employ a sufficient number of individuals to act as school crossing guards to control and direct traffic and pedestrians at or near schools. A representative of the Police Department of the City and the Superintendent of the School District, or his or her designee, shall identify the areas requiring a school crossing guard.

Such appointed school crossing guards shall be employees of the City and shall be subject to the provisions of 53 P.S. § 37010 and City Ordinance 62002.

Such school crossing guards may be appointed/hired by the City as full time school crossing guards, part-time school crossing guards, and substitute school crossing guards.

School crossing guards shall be paid an hourly rate of $ 9.25 per hour to $ 10.00 per hour as determined by the City. The hours will be one hour and thirty minutes (1:30) in the morning and three-quarters (3/4) of an hour in the afternoon. The hourly rate range may be changed, from time to time, by Resolution of the City Council of the City or by the City and by Resolution of the Board of School Directors of the School District.

A. The City Council of the City or the City shall not appoint/hire any individual as a school crossing guard, who, at a minimum:

1. Has ever been convicted of any offense under 24 P.S. § 111 1. (e) and any amendments thereto. A copy of the current 24 P.S. §1-111. (e) is attached hereto, made a part hereof, and marked Exhibit "C".

2. Has been named as a perpetrator of a founded report or is named as the individual responsible for injury or abuse in a founded report under the Child Protective Services Law, 23 Pa. C. S. A. § 6355 (b) and any amendments thereto. A copy of the current 23 Pa. C. S. A. § 6355 (b) is attached hereto, made a part hereof, and marked Exhibit "D".

In addition, the School District may, from time to time, by written notice to the City, add additional criminal convictions and conduct which would prohibit an individual from being appointed as a school crossing guard.

If an appointed and employed school crossing guard is charged with any of the above offenses or violates the Child Protective Services Law (as set forth in 1. A. hereof), or is charged with any additional criminal conduct, or engages in conduct, which the School District has provided written notice of to the City, such school crossing guard shall be immediately removed as a school crossing guard and shall be terminated from employment with the City.

2. City Responsibilities. The City shall have the following responsibilities under this Agreement and during the time that this Agreement is in effect:

A. The appointment and employment of an adequate number the school crossing guards;

B. The handling of payroll for the school crossing guards;

C. Provide each school crossing guard with the required equipment and distinctive uniform and attire;

D. Provide each school crossing guard and the designee of CPC the necessary training to act as a school crossing guard;

E. Obtaining from each school crossing guard applicant, prior to or simultaneous with the appointment and hiring of each such school crossing guard, a criminal history record information report (24 P.S. § 1-111) and an official clearance statement from the Pennsylvania Depart of Public Welfare (23 Pa. C. S. § 6355 (a)).

F. Pay to CPC for its services under this Agreement the sum of $ 2,886 for the 2010 – 2011 school year, which sum shall be paid at the time or times as agreed upon between the City and CPC. This amount accounts for reimbursement to the City for an over billing by CPC to the City, for the 2008 – 2009 and 2009 – 2010 school years, totaling $4,114.

G. To have a representative of the City Police Department meet with the School District's Superintendent, or his or her designee, from time to time, to identify the areas where school crossing guards are necessary.

3. School District Responsibilities. The School District shall have the following responsibilities under this Agreement and during the time that this Agreement is in effect:

A. To have the School District's Superintendent, or his or her designee, meet with a representative of the City Police Department, from time to time, to identify the areas where school crossing guards are necessary.

B. To reimburse the City 75% of the costs for the school crossing guards and 75% of the amount paid by the City to CPC for its services under this Agreement, which sum shall be paid at the time or times as agreed upon between the City and the School District.

4. CPC Responsibilities. CPCshall have the following responsibilities under this Agreement and during the time that this Agreement is in effect:

A. To provide, through its Senior Community Services Employment Program or some other program, a sufficient number of reliable individuals to apply for, and be appointed to, school crossing guard positions with the City;

B. Assist each individual applying for a school crossing guard position in obtaining his or her criminal history information report and official clearance statement;

C. Making sure that there is an appointed school crossing guard at each identified location on the appropriate dates and at the proper times; handling calls from school crossing guards who are not able, or will not be able, to be at there designated locations on certain days and/or times, and to provide suitable replacement school crossing guards for such locations on such dates and times;

D. To provide a supervisor to monitor the school crossing guards;
pay such supervisor $ 12.00 per hour with such supervisor working 1 hour per day, 5 days per week, for a total of 37.4 weeks during such time as the School District is open for student attendance, for a total cost of $2,244~~.00~~, per year which cost is ~~included~~ in addition to the amount set forth in Item 2. F above.

E. Review calculates, approve, and submit, by 4:00 p.m. of the Monday following the end of the pay period, to the City the time sheets for the school crossing guards.

5. Termination. This Agreement shall remain in effect until the end of the 2010 – 2011 school year or until such time as it is terminated, whichever is earlier. This Agreement may be terminated at any time by any party giving the other parties 3 months prior written notice. In the event of such written termination notice by any party hereto, this Agreement shall terminate on the date specified in such notice, and the City and the School District will automatically revert back to the school crossing guard agreement between them immediately prior to the effective date and implementation of this Agreement. Each party hereto shall be responsible for its respective responsibilities up to and including the termination date.

6. Situs. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania.

7. Construction. This Agreement is the product of the joint efforts and negotiations by and among the parties and is not to be construed for or against any party by reason of the fact that it was prepared by the City's Legal counsel.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written and certify that they were duly authorized to execute this Agreement.

ATTEST: CITY OF YORK

By _____
C. Kim Bracey – Mayor

By _____
Robert Lambert - Controller

ATTEST: SCHOOL DISTRICT OF THE CITY OF YORK

By _____
Sam Beard
Board President

ATTEST: COMMUNITY PROGRESS COUNCIL, INC

By _____
George H. Moore
Executive Director