

SCHOOL CROSSING GUARD AGREEMENT

BETWEEN

THE BEAUFORT COUNTY SCHOOL DISTRICT

AND THE TOWN OF BLUFFTON

School Year 2023-2024

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 County 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 the District are authorized to enter 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 the 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 forgoing 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 seven (7) School Crossing Guards, who shall be stationed at the following locations and at the following times:

1. One Hour Posts

One Crossing Guard (relocated to second post after first post concludes)

- MC Riley Elementary School: 0700-0800 and 1400-1500
- Bluffton Middle School at Simmonsville Road: 0800- 900 and 1500-1600

One Crossing Guard (relocated to second post after first post concludes)

- Red Cedar Elementary: 0700-0800 and 1400-1500
- Bluffton Middle School at Buck Island Road: 0800-0900 and 1500-1600

One Crossing Guard (relocated to second post after first post concludes)

- Pritchardville Elementary: 0700-0800 and 1400-1500
- River Ridge Academy: 0800-0900 and 1500-1600

2. Two Hour Posts

Two Crossing Guards each at

- H.E. McCracken Middle/Bluffton Elementary at McCracken Circle: 0700-0900 and 1400-1600
- H.E. McCracken Middle/Bluffton Elementary at Buckwalter Parkway: 0700-0900 and 1400-1600

- 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-year report will include a narrative explanation, if applicable, to the extent permitted by law.
- D. The Chief of Police, when necessary, or their designee, will use best efforts to meet with the principals of the schools to discuss and mutually evaluate the progress of the program.
- E. The Town shall provide seven (7) School Crossing Guards working the anticipated One Hundred and Eighty (180) annual school days in the Beaufort County School District calendar. In the event the District must modify its 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 School 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 and 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 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 12 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. School Crossing Guards shall be and remain employees of the Town of Bluffton and shall not be employees of the Beaufort County School District.

6. Appointment of School Crossing Guards. The BPD 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 receipt of the notification from the principal, 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 officer to temporarily fill the assigned duties until the School Crossing Guard returns or another is hired.

8. Good Faith

- A. The Beaufort County School Board, the school principals of Beaufort County Schools, and the Chief of Police of the Bluffton Police Department agree to cooperate in good faith in fulfilling the terms of this Agreement.

- B. Unforeseen difficulties or questions shall be resolved by negotiation between a principal and the Chief of Police or their designees.
 - C. This Agreement shall be reviewed annually by the District Superintendent of Schools and the Chief of Police no later than May 31 of the year in which the Agreement shall terminate. Any recommended changes or modifications should be submitted in writing no later than June 30 of that same calendar year.
9. **Modification.** This document constitutes the full understanding of the parties, and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless made in writing and signed by the parties to be charged.
10. **Merger.** This Agreement constitutes a final written expression of all of the terms of this Agreement and is a complete and exclusive statement of those terms.
11. **Term and Termination**
- A. Notwithstanding the date of execution of this Agreement, the term of this Agreement shall be effective commencing on July 1, 2023 through June 30, 2024 (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 of Schools, as applicable, no less than thirty (30) days prior to the renewal of any term.
12. **Compensation**
- A. Amount payable for the 2023-2024 school year is **\$70,212.00** comprised of salary, fringe benefits, equipment, and uniforms; the School District shall reimburse 100% of this amount.
 - B. The Town of Bluffton will invoice the School District twice a year, once in December and once in June.

[Remainder of Page Intentionally Omitted. Signature Page(s) to Follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

Signed, sealed and delivered in the presence of:

Dr. Frank Rodriguez *date*
Superintendent
Beaufort County School District

Stephen Steese *date*
Town Manager
Town of Bluffton