

TOWNSHIP OF LOWER MACUNGIE
Lehigh County, Pennsylvania

Resolution No. 2022-69
(Duly Adopted October 6, 2022)

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF LOWER MACUNGIE TOWNSHIP, LEHIGH COUNTY
APPROVING AGREEMENT WITH THE EAST PENN SCHOOL DISTRICT**


WHEREAS, the East Penn School District maintains a school crossing guard program at and near the Willow Lane Elementary School pursuant to the authority of Section 1416 of the First Class Township Code, 53 P.S. §56416; and

WHEREAS, the Township desires to enter into an agreement with the East Penn School District, a copy of which is attached hereto as Exhibit "A," to reimburse the School District for part of the costs and expenses of the school crossing guard program; and

NOW THEREFORE, BE IT RESOLVED, that the Township Manager is authorized to enter into that certain "School Crossing Guard Agreement between Lower Macungie Township and the East Penn School District," dated effective October 6, 2022, and attached hereto as Exhibit A; and


RESOLVED, at a duly convened meeting of the Board of Commissioners of Lower Macungie Township conducted on this 6th day of October 2022.

**LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS**



Brian P. Higgins, President

ATTEST:



Renea Flexer, Secretary



SCHOOL CROSSING GUARD AGREEMENT
between
LOWER MACUNGIE TOWNSHIP
and
EAST PENN SCHOOL DISTRICT

This Agreement (the "Agreement") is made and entered into on this day of October, 2022, by and between Lower Macungie Township, 3400 Brookside Road, Macungie, PA 18062, hereinafter "Township", and the East Penn School District, 800 Pine Street, Emmaus, PA 18049, hereinafter "School District."

WHEREAS, the School District wishes to provide for the management of traffic and pedestrians at certain locations where school children may cross as part of the activities of the School District; and

WHEREAS, such management can be afforded by placing crossing guards at such locations in the Township pursuant to the authority of Section 1416 of the Pennsylvania First Class Township Code; and

WHEREAS, both the School District and the Township have enacted the necessary resolutions required by Section 1416 of the Pennsylvania First Class Township Code to allow the School District to assume the hiring and oversight of school crossing guards at or near Willow Lane Elementary School located within the Township; and

WHEREAS, the Township wishes to reimburse the School District for part of the costs and expenses (as defined below) of the school crossing guard program.

NOW, THEREFORE, intending to be legally bound, the parties hereto mutually agree as follows:

1. The School District shall appoint and compensate up to twelve (12) school crossing guards for the locations and hours as prescribed on Exhibit "A" attached hereto and incorporated herein for all instructional school days during the term of this Agreement. The crossing guards shall not come within the civil service provisions of the First Class Township Code, be considered part of any bargaining unit of the Township or School District, not be deemed an "employee" as that term is defined under the Public School Code of 1949, as amended, or be deemed an employee under any Township or School District pension or benefit plan.

2. The School District shall pay school crossing guards at the rate of \$15.75 per hour of posting at a location; provided, however, that the rate payable to the head crossing guard identified by the School District shall be \$17.50 per hour.

3. The School District agrees that during the Term of this Agreement, the school crossing guards shall be on duty at the locations and hours set forth on Exhibit "A".

4. The School District shall provide the school crossing guards with clothing and equipment necessary to carry out their duties, which may include hand-held stop signs, traffic safety vests and raincoats.

5. At any time during the Term of this Agreement, the School District or the Township may request that the list attached as Exhibit "A", the locations at which the school crossing guards are assigned, be amended by deleting or adding one or more locations. If the Township and School District shall mutually determine that a location either should or should not have a crossing guard, Exhibit "A" shall be amended accordingly. If a location is added, the School District shall promptly provide a crossing guard at that location pursuant to this Agreement. If the location is deleted, the School District shall promptly remove the crossing guard.

6. The School District shall maintain worker's compensation, employer's liability, and commercial general insurance which cover the school crossing guards.

7. The Township shall reimburse the School District for the cost of maintaining the school crossing guard program in the amount of \$6,625.00.

8. Notices sent pursuant to this Agreement shall be addressed as follows:

To the Township: Township Manager
Lower Macungie Township
3400 Brookside Road
Macungie, PA 18062

To the School District: Office of the Superintendent of Schools
East Penn School District
800 Pine Street
Emmaus, PA 18049

9. This Agreement may only be amended by mutual agreement of the parties in writing.

10. This Agreement may not be assigned or transferred by any party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

11. This Agreement contains the whole agreement between the parties and there are no other terms, obligations, covenants, representations, statements, oral or

otherwise of any kind whatsoever. All prior agreements relating to school crossing guards, written or oral, are nullified and superseded hereby.

12. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

13. This Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. The term of this Agreement shall begin October 6, 2022 and end December 31, 2022.

15. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

ATTEST: By:

LOWER MACUNGIE TOWNSHIP

Renea Flexer, Secretary

Bruce Beitel Township Manager

ATTEST: By:

EAST PENN SCHOOL DISTRICT

Janine Allen, Secretary

Dr. Kristen Campbell, Superintendent

EXHIBIT A

LOCATIONS AND HOURS OF SCHOOL CROSSING GUARDS FOR THE SCHOOL YEARS DURING THE TERM OF THE AGREEMENT

Locations:

1. Sauerkraut and Willow Lane - 2 Guards at this location
2. Sauerkraut Lane and Millcreek Road - 1 Guard at this location
3. Sauerkraut Lane and Sauterne Drive - 1 Guard at this location
4. Willow Lane and Wheatland Drive - 2 Guards at this location
5. Millcreek Road at the fire dept. driveway- 2 Guards at this location
6. 1 Head Guard checks in daily at each location on each shift
7. 3 Alternate Guards for substitution

Hours:

All workdays will coincide with the EPSD Yearly Calendar as set by the EPSD Board of Directors

2 Shifts - Weekdays:

AM Shift- 8:15-9 AM

PM Shift- 3-3:45 PM

Early Dismissal dates will be set by EPSD Yearly Calendar and will coincide with the times below:

12:00 Dismissal- 11:45 to 12:30

1:00 Dismissal-12:45 to 1:30

Note:

The Shift times and/or Early Dismissal Times are subject to change by the School District.