

RESOLUTION 2013-79

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO ENTER INTO AN AGREEMENT WITH THE RADNOR TOWNSHIP SCHOOL DISTRICT ESTABLISHING THE ADMINISTRATION AND COST SHARING FOR THE CROSSING GUARD PROGRAM

WHEREAS, Pursuant to 43 P.S. §803.1, the township has enacted an ordinance which establishes an Educational Services Agency (“ESA”) whose duty is to exercise supervision and control over crossing guards and special school police; and

WHEREAS, the First Class Township Code, 53 P.S. §56416, permits the Township to appoint school crossing guards by resolution to serve at the pleasure of the Board of Commissioners; and

WHEREAS, the First Class Township Code, 53 P.S. §56416, permits the Township and School Board to enter into an agreement to share the costs of compensation for school crossing guards; and

WHEREAS, the Radnor Township School District Board approved entering into an agreement with the Radnor Township Board of Commissioners at their regular Board meeting held on May 28, 2013.

NOW, THEREFORE, it is hereby *RESOLVED* by the Radnor Township Board of Commissioners authorize the execution of the Agreement between Radnor Township and the Radnor Township School District as attached.

SO RESOLVED, this 10th day of June, A.D., 2013

RADNOR TOWNSHIP

By:



Name: Elaine Schaefer

Title: President

ATTEST:



Name: Robert A. Zienkowski,

Title: Township Manager / Secretary

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2013, by and between the *RADNOR TOWNSHIP SCHOOL DISTRICT*, with offices located at 135 South Wayne Avenue, Wayne, PA 19087 (hereinafter referred to as the "School District") and *RADNOR TOWNSHIP*, a home rule municipality with offices located at 301 Iven Avenue, Wayne, PA 19087 (hereinafter referred to as the "Township") and collectively referred to as the parties, set forth the following:

WHEREAS, Pursuant to *43 P.S. §803.1*, the Township has enacted an ordinance which establishes an Educational Services Agency ("ESA") whose duty is to exercise supervision and control over crossing guards and special school police; and

WHEREAS, the First Class Township Code, *53 P.S. §56416*, permits the Township to appoint school crossing guards by resolution to serve at the pleasure of the Board of Commissioners; and

WHEREAS, the First Class Township Code, *53 P.S. §56416*, permits the Township and School Board to enter into an agreement to share the costs of compensation for school crossing guards; and

WHEREAS, the parties desire to enter into an agreement whereby all school crossing guards for the District Schools will be employees of the Township and the costs of their compensation will be shared between the Township and School District.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties agree as follows:

1. The Township shall employ all of the school crossing guards for the School District's schools. The intersections at which crossing guards are employed by the Township and covered by this Agreement are set forth on the attached *Exhibit "A"*.

2. Upon appointment by the Township, the school crossing guards shall be considered Township employees and the Township shall determine and set their compensation.

3. The Township will annually provide to the District's Business Administrator an itemized statement of the compensation schedule for each and every crossing guard employed by the Township for District schools. The District will not be responsible for compensation for the crossing guards employed by the Township to serve private and parochial schools.

4. Beginning July 1, 2013, the School District shall contribute fifty percent (50%) of the compensation for the school crossing guards as set by the Township. The Township will submit an invoice to the District for the District's share of the cost of the crossing guards at the end of each school year, and the District shall reimburse the Township within thirty (30) days or by June 30th, whichever is later.

5. In the event that crossing guard positions for the District schools need to be added, eliminated, or reassigned, the parties will mutually discuss and make an appropriate determination within the law and/or any applicable collective bargaining agreement. The Township Manager, or his designate, and the School Superintendent, or his/her designate, shall meet and agree upon a recommendation to each respective board.

6. This document constitutes the entire agreement between the parties. Any amendment hereto shall be in writing and signed by all parties.


7. All covenants, conditions, agreements, and undertakings in this agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto and the same as if they were in every case named and expressed.

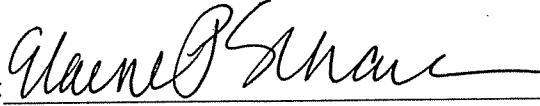
8. This agreement shall become effective July 1, 2013, and shall continue from year to year until terminated by either party by providing thirty (30) days advance written notice to the other party.

9. If any provision contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

10. This agreement shall be governed in all respects and be interpreted by and under the laws of the Commonwealth of Pennsylvania, except to the extent that such law may be preempted by applicable federal law.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year first above written.

ATTEST:


RADNOR TOWNSHIP
By: 
Name: Elaine P. Schaefer
Title: President, Board of Commissioners

ATTEST:

RADNOR TOWNSHIP SCHOOL DISTRICT
By: _____
Name: Eric Zajac, Esquire
Title: President, Board of School Directors

Exhibit A

Schedule of School Crossing Guard Post and Times

Location / Intersection	Guard Time	Police Time	Cost Sharing (Township / RTSD)
Aberdeen & Lancaster	0700 – 0900 1400 – 1600	0715 – 0820 1445 – 1520	50 / 50
Wayne Corner	0700 – 0900 1430 – 1630	0730 – 0815 1445 – 1515	50 / 50
N. Wayne & Station	0700 – 0900 1430 – 1630	0715 – 0820 1450 – 1530	50 / 50
Louella & Windermere	0700 – 0900 1430 – 1630	0715 – 0830 1430 – 1530	50 / 50
Conestoga & Garrett	0700 – 0900 1430 – 1630	0730 – 0845 1445 – 1615	50 / 50
N. Wayne & Poplar	0700 – 0900 1430 – 1630	0715 – 0815 1450 – 1530	50 / 50
S. Wayne & Runnymede	0700 – 0900 1430 – 1630	0730 – 0830 1515 – 1600	50 / 50
W. Wayne & Crestview	0800 – 0915 1430 – 1600	0815 – 0900 1445 – 1515	50 / 50
Midland & Aberdeen	0700 – 0830 1430 – 1530	0730 – 0815 1445 – 1515	50 / 50