

LINN MAR COMMUNITY SCHOOL DISTRICT

CITY OF CEDAR RAPIDS

MEMORANDUM OF AGREEMENT

WHEREAS, the City of Cedar Rapids, hereinafter called the CITY, and the Linn Mar Community School District, hereinafter called the DISTRICT, desire to enter into an agreement pursuant to the Code of Iowa, Chapter 28E, for the purpose of establishing and operating an adult guard program at designated school crossings within the City of Cedar Rapids,

IT IS THEREFORE MUTUALLY AGREED:

1. The adult crossing guard program shall be operated by the DISTRICT with partial funding by the CITY as provided in this Memorandum of Agreement. The CITY shall be the administrator of the Memorandum of Agreement.
2. The CITY agrees to provide adult guard training on an annual basis and periodic in-service training upon request of the DISTRICT.
3. The DISTRICT agrees to interview, select, and hire the guards; and to maintain the guards on their payroll as DISTRICT employees.
4. Each location shall be reimbursed for a maximum of 1.6 hours each day that students are required to attend school. Each location is one (1) approved intersection for one (1) specific school. One (1) intersection may have two (2) approved locations if the intersection has been approved for two (2) schools with different dismissal times. Specific hours shall be determined by DISTRICT. DISTRICT shall require guards to record the number of students utilizing each crossing in both the morning and afternoon time periods for an entire non-holiday week (Monday – Friday) for all school months as specified by the CITY. DISTRICT shall provide the CITY a summary report in December and May summarizing the number of students utilizing each crossing during those specific periods. DISTRICT and CITY shall cooperate to de-authorize locations that do not meet established criteria.
5. Guards shall be expected to report to designated DISTRICT principals/designee as scheduled and complaints regarding guards shall be processed through them.
6. The City Traffic Engineer or his/her designee shall be responsible for determining those locations where adult guards are to be placed, based on the established criteria.
7. An Appeals Board shall be mutually established by the CITY and the DISTRICT as a recommending body to the CITY and the DISTRICT as needed. Membership to the Appeals Board shall be as follows:
 - a. Two (2) CITY employees to be designated by the CITY; one (1) DISTRICT employee to be designated by the DISTRICT; three (3) other persons as shall be mutually agreed between CITY and DISTRICT.

8. Initial requests for placement of an adult guard shall be addressed to the City Traffic Engineer by a written request from the school principal, the PTA President, or by a petition signed by parents from fifteen (15) different households of students who are required to cross at the location being appealed. The request shall be forwarded to the Appeals Board. Upon hearing the request, the Appeals Board shall forward recommendations to CITY. Upon review by the CITY, recommendations shall be forwarded to the DISTRICT.
9. CITY agrees to purchase one MUTCD-compliant vest and stop paddle for each FY20 adult guard location at no cost to the DISTRICT. DISTRICT agrees to maintain all adult guard equipment for each location. DISTRICT and CITY agree to share equally all mutually agreed upon costs for equipment upgrades necessary to meet Manual on Uniform Traffic Control Devices standards as well as MUTCD-compliant equipment for new adult guard locations as determined by Appeals Board.
10. DISTRICT and CITY agree to share equally all mutually agreed upon costs of the program, including salaries and fringes up to a maximum amount. DISTRICT maximum for FY25 is \$2,192.67, which is an equitable distribution of the FY25 adult guard budget according to percentage of approved crossing guard locations for DISTRICT to total approved locations for all school entities in the adult guard program. CITY will reimburse DISTRICT 50% of a maximum \$13.30 hourly wage with the remaining DISTRICT maximum reimbursing fringes, equipment for new adult guard locations, and equipment upgrades.
11. DISTRICT shall invoice CITY monthly for CITY's share of actual monthly program costs, which CITY agrees to remit within thirty (30) days after receipt of the invoice. DISTRICT shall submit final invoice for FY25 by June 30, 2025, to be reimbursed through the City's FY25 budget. DISTRICT and CITY shall keep a running record of amounts invoiced and paid each month. In no event will CITY reimburse DISTRICT for any amount above the FY25 total mentioned in Article 10.
12. The term of this agreement shall be from the date of consummation of this agreement by the CITY to the end of June 2025. This Agreement may be renewed for an ensuing one (1) year upon mutual agreement of the parties at least ninety (90) days before expiration of the Agreement.
13. Termination of Agreement: This agreement may be terminated at any time by giving of ninety (90) days written notice to the other party of a party's intention to terminate this agreement.

LINN MAR COMMUNITY SCHOOL
DISTRICT

CITY OF CEDAR RAPIDS

Barry Buchholz
Linn Mar School Board President

Jeffrey A. Pomeranz, City Manager

Date _____

Date _____

Attest:

Alissa Van Sloten, City Clerk

RESOLUTION NO. LEG_NUM_TAG

WHEREAS, Linn Mar School Community School District (DISTRICT) has agreed to establish and operate an adult guard program at designated school crossings and has submitted a 28E Memorandum of Agreement agreeing to the terms and conditions of the program, and

WHEREAS, the City has allocated funding in the amount of \$64,087 in its Fiscal Year 2025 adult guard budget to be distributed to schools/districts participating in the adult guard program, according to the number of approved guard locations, to reimburse 50 percent of the hourly wage and other costs incurred for the guard program, and

WHEREAS, according to the number of SCHOOL crossing guard hours, the DISTRICT is eligible for a maximum reimbursement amount of \$2,192.67, and

WHEREAS, the City will reimburse the SCHOOL 50 percent of the hourly wage of \$13.30, with the remaining maximum to be used to reimburse fringes, update Manual on Uniform Traffic Control Devices (MUTCD)-compliant guard clothing and portable equipment for existing location, and new MUTCD-compliant guard clothing and portable equipment for new locations,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the City Manager and City Clerk are hereby authorized to execute the 28E Memorandum of Agreement with Linn Mar School for an adult guard program.

BE IT FURTHER RESOLVED, that the 28E Memorandum of Agreement with Linn Mar School be accepted and filed with the City of Cedar Rapids Finance Director.

PASSED_DAY_TAG

LEG_PASSED_FAILED_TAG

MayorSignature

Attest:

ClerkSignature