

Lompoc City Council Agenda Item



City Council Meeting Date: February 18, 2014

TO: Patrick Wiemiller, City Administrator

FROM: Lawrence A. Ralston, Chief of Police

SUBJECT: Approval of Memorandum of Understanding ("MOU") Transferring Management of School Crossing Guard Program from the City of Lompoc to the Lompoc Unified School District

Recommendation:

Staff recommends the City Council:

1. Approve an MOU between the City of Lompoc (City) and the Lompoc Unified School District (LUSD or District), which (i) transfers management of the current School Crossing Guard program (Program) from the Lompoc Police Department (LPD) to the District, commencing in the 2014-2015 school year; and (ii) provides City will continue to fund the Program in an amount not to exceed the City's current budget, for the same amount of \$38,852 per school year; or
2. Provide alternate direction.

Background:

For more than 30 years, LPD has managed the Program in the City of Lompoc. Pursuant to the Program, LPD assigns Crossing Guards to strategic intersections near schools to provide safe passage of youth across intersections near elementary schools. Locations are established through consultation with District staff.

Under the current LPD-ran Program, the LPD manages the employment of seven Crossing Guards as a part of its community service outreach in the City. These Crossing Guards are considered City employees and work three hours each day during the school year. Their schedule consists of a split workday, established to accommodate the morning and afternoon travel of students to and from select local public schools and La Purisma Catholic Elementary school. Crossing Guard applicants are currently hired through a formal process established by the City and the LPD.

The Community Services Sergeant has traditionally been tasked with management of the team of Crossing Guards, requiring him to oversee the hiring of staff, provide

training, and manage timesheets. The City has budgeted \$38,852 for FYs 2013-15 for the Program.

Discussion:

It is the considered opinion of LPD staff that LUSD is better-suited to design, implement, and operate the Program on a going-forward basis, and to provide on-site management of the same at City's elementary schools. In addition, the City has more stringent hiring processes that take much longer to complete and requires a background investigator to dedicate several hours to processing. This delay has created gaps in Crossing Guard staffing that have been filled by LPD's Community Service Officers on a temporary basis, a role that detracts from their assigned duties.

LUSD staff agrees management of the Program would be more efficient at the District level. ***However, the District does not have sufficient funds to cover the continued maintenance of the Program.***

Thus, in order to improve efficiency of the Program and provide continued safety for the City's students, while maintaining the Program's continuity, LUSD and LPD have agreed, in concept, to execute a Memorandum of Understanding (MOU), which (i) transfers management of the Program from LPD to LUSD commencing in the 2014-2015 school year; and (ii) provides the City will continue to fund the Program in an amount not to exceed the City's current budget, for the same amount of \$38,852 per school year.

The proposed MOU establishes a framework for a productive working relationship, so the transfer and continued operation of the Program is done in a quality and timely manner. The MOU clearly defines the process and role of each party, to ensure compliance, completion and ongoing commitments that need to be fulfilled. A few key elements of the MOU that will ensure the continued success of the Program are as follows:

- **Funding.** The City will continue to fund the Program for the 2014-2015 school year, in an amount not to exceed ***\$38,852 per fiscal year, to be distributed on a monthly basis to District for each month in the 10-month school calendar year.*** Additionally, the State minimum wage will go up in two separate \$1 increments: the first will bump the rate from \$8 to \$9 in July 2014, and the second increase, from \$9 to \$10, will occur in January 2016. (This was a cost that was not budgeted during preparation for the FY 2013-15 Budget, as it was not legislatively approved at the time.) Although the City has budgeted \$38,852 for the 2014-2015 fiscal year, the City has not spent that entire amount for staffing Crossing Guards in any one year. Thus, it is estimated that the currently budgeted amount will adequately fund the Crossing Guard program for the 2014-2015 school year. ***The MOU does not currently require District to return***

funds to City if it does not utilize the entire budgeted amount for the Program. Council may wish to consider whether it would prefer that District return unused funds to City; *however*, to do so would require additional monthly accounting from District to City that the parties and MOU do not currently contemplate. Prior to the end of the 2014-15 school year and City fiscal year, City staff and District staff will review costs to discuss future adjustments, if necessary.

- Program Adjustments. The City funding detailed above is intended to maintain the Program in its current state - *i.e.* the provision of seven (7) Crossing Guards to monitor City's school crosswalks at the schedule detailed above. In the event that the District opts to *reduce* the Program services from this level, the MOU provides that the City shall have the right to reduce its payment to District in an amount commensurate with the reduction in the number of guards/hours that District employs to implement the Program. In the event that District opts to *increase* the number of Program Crossing Guards or hours, the MOU further provides that all costs of such an increase will be borne solely by District.
- Program Control and Operation. During the term of the MOU, District will be solely responsible for the funding (to the extent in excess of the annual MOU sum), for design, implementation, and operation of the Program including, but not limited to hiring, training, deployment, supervision and control, of all needed Crossing Guards. Additionally, when there are vacancies in the Crossing Guard staff, if any, City's Community Service Officers will no longer be expected to "fill-in" at intersection openings.
- One-Time Equipment Donation. City has agreed to provide a one-time donation of the following equipment currently used by the Program: seven hand-held stop signs, seven reflective safety vests, and seven Crossing Guard jackets. District has agreed future replacement of any of this equipment or purchase of additional equipment needed will be the responsibility of the District.
- Livescan Fingerprinting. LPD has agreed to continue to provide fingerprinting and Livescan services needed for the Program's guards to comply with criminal background investigations of employees associating with minors. LUSD agrees it will not employ a Crossing Guard without first receiving clearance from LPD following Livescan and fingerprinting.
- Term. The MOU will remain in place until July 1, 2015, *i.e.* until the end of the 2014-15 school year, unless earlier terminated by City or LUSD upon the giving of 30-days' notice.

Fiscal Impact:

As stated above, City and LPD agree to maintain the funding of this valuable program for the amount of \$38,852 per fiscal year for FY 2014-15. This funding level is equal to the LPD budget for providing the services in-house. City also recognizes there are mandatory State minimum wage increases that may affect future budgeting beginning July 1, 2015. At that time or before, the City and LUSD staff will review costs and make recommendations.

Conclusion:

In 2013, staff was directed by Council to seek ways to improve efficiencies within their respective departments. In response, LPD identified the transfer of the Program from the LPD to LUSD as a way to improve efficiency, due to the current staffing and workload challenges inherent to the same. Staff agrees this shift of responsibilities will improve our ability to focus on other areas that affect our youth and our mission to promote public safety.

The overarching goal in this endeavor is to improve efficiency of programs, while maintaining safety for our youth. By eliminating or reducing LPD time commitment for the management of this Program, LPD staff will be able to focus on other responsibilities that are just as critical to community safety. LUSD will maintain this Program to a degree that is equal to LPD. Additionally, this move will reduce City staffing by seven part-time employees. Accordingly, staff recommends the City Council approve the MOU, or provide alternate direction which accomplishes these goals.

Respectfully submitted,

Lawrence A. Ralston, Chief of Police

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:

Patrick Wiemiller, City Administrator

Attachment: [Memorandum of Understanding](#)