

AAPS shall re: **MEMORANDUM OF UNDERSTANDING**

June

The City of Ann Arbor ("**City**") and the Ann Arbor Public Schools ("**AAPS**") enter into this Memorandum of Understanding ("**MOU**") on this ~~29th~~ day of ~~March~~, 2020, to document their agreement with respect to City crossing guards that serve AAPS schools. City and AAPS are referred to collectively as the "**Parties**" and separately as "**Party**." The Parties agree as follows:

RECITALS

Whereas, both Parties have an interest in ensuring that elementary and secondary education students cross City streets safely to access AAPS school sites;

Whereas, the City employs approximately 21 individuals to serve as crossing guards near certain AAPS sites that are within the City's jurisdiction ("**Crossing Guards**");

Whereas, pursuant to MCL 257.613c, such Crossing Guards are the responsibility of the City's police department ("**AAPD**");

Whereas, both Parties have an interest in ensuring that the Crossing Guards are well trained so that they can protect student safety;

Whereas, both Parties have an interest in retaining qualified Crossing Guards, which includes providing sufficient compensation;

Whereas, in reflection of these interests, AAPS has historically contributed half of the City's total cost to compensate and train the Crossing Guards ("**AAPS Cost-Share**");

Whereas, the Parties wish to continue such compensation and training arrangement, as it is currently in effect and make an agreement for how future changes will be made; and

Whereas, the Parties desire to memorialize this cost-sharing arrangement;

THEREFORE, in consideration of the mutual promises stated herein, the Parties agree as follows:

1. **AAPS Cost-Share.** AAPS shall reimburse the City for the AAPS Cost-Share for each year this MOU is in effect. Such reimbursement shall be due no later than July 30 following the applicable school year. The City shall notify AAPS of the AAPS Cost-Share due for the year no later than June 30 following the applicable school year. The Parties acknowledge that the AAPS Cost-Share is paid in arrears, for costs the City has already incurred.
2. **Compensation Increases.** The City retains the right to increase the Crossing Guards' compensation, as it deems reasonably necessary, to attract and retain qualified Crossing Guards. The City shall notify AAPS of any Crossing Guard compensation increase prior to the compensation increase going into effect.

AAPS shall reimburse for fifty (50) percent of the additional cost due to pay increases.

3. **Crossing Guard Placement.** The Parties will continue to work to communicate effectively to ensure that the City places Crossing Guards at locations where there is the greatest need.
4. **Term.** This MOU shall continue school year to school year unless it is terminated in advance of a given school year by either Party giving written notice to the other Party (in accordance with the provision below) no later than July 30 of a given year. Such termination shall be effective for the following school years but shall not affect the Parties' obligations for the preceding school years.
5. **Notices.** All notices and submissions required under this MOU shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this MOU shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the AAPS, it shall be addressed and sent to:

Ann Arbor Public Schools
ATTN: Jill Minnick
Assistant Superintendent, Finance and Operations
2555 S. State St.
Ann Arbor, MI 48104

If Notice is sent to the CITY, it shall be addressed and sent to:

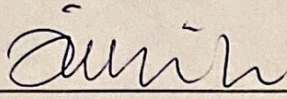
City of Ann Arbor
ATTN: Police Chief
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to:
City of Ann Arbor
Attn: Office of the City Attorney
301 E. Huron St.
Ann Arbor, Michigan 48104

6. **Governing Law and Jurisdiction.** This MOU shall be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this MOU or the performance or breach of this MOU. The parties stipulate that the venues referenced in this MOU are convenient and waive any claim of non-convenience.
7. **Electronic Transactions.** The parties agree that signatures on this MOU may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this MOU. This MOU may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.
8. **Independent Contractors.** The Parties agree that at all times and for all purposes under the terms of this MOU each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.
9. **Severability.** Whenever possible, each provision of this MOU will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this MOU or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this MOU or the application of the provision to other parties and circumstances.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR AAPS

By 

Jill Minnick Type Name

Its Assistant Superintendent, Finance
and Operations

Date: 06/29/2020

FOR THE CITY OF ANN ARBOR

By _____

Christopher Taylor, Mayor

By _____

Jacqueline Beaudry, City Clerk

Approved as to substance

Michael Cox, Police Chief

Tom Crawford, Interim, City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney