

Harada, Patricia

Subject: FW: Crossing Guard
Attachments: Thank You Notes.pdf

From: Daniel Slack <slackm@sbcglobal.net>
Sent: Monday, September 11, 2023 9:59 AM
To: Hensley, Mark <mhensley@hensleylawgroup.com>
Cc: Joaquin Vazquez <jvazquez@hensleylawgroup.com>; Melissa Moore <mmoore@esUSD.net>; Boyles, Drew (Mayor) <dboyles@elsegundo.org>; ALL ELECTED OFFICIALS <ALLELECTEDOFFICIALS@elsegundo.org>; Bermudez, Jaime (Chief of Police) <JBermudez@elsegundo.org>; Baldino, Ryan <rbaldino@elsegundo.org>; Corkins, Aaron (Lieutenant) <acorkins@elsegundo.org>; Tracey Miller-Zarneke <tmiller-zarneke@esUSD.net>; mbeachly@esUSD.net; fglynn@esUSD.net; dwheaton@esUSD.net; Steven Gebhart <sgebhart@esUSD.net>; Cheryl Smith <volunteeringfun@gmail.com>; STACEE LONG <staceelong@aol.com>; Holly Kobzina <hollysmithkobzina@sbcglobal.net>; tromo@esUSD.net
Subject: Re: Crossing Guard

Good Morning Mr. Hensley,

I received your email after I attended the City/School Affairs Sub Committee Meeting last Wednesday and wanted to reply after the City of El Segundo celebrated the Little League team yesterday. The El Segundo Unified School District never requested nor directed me to volunteer. This was a matter of service, community and parent outreach, on my part as a parent and not a manner in which I could earn any fiscal compensation from ACMS, Inc. A need was seen and it was fulfilled. I have only volunteered once since school started and because the streets and the City pays for the services of ACMS, Inc., I was awaiting communication from the City as this is their purview and not the El Segundo Unified School District Superintendent to inform me to cease an action that does not involve education code. The Superintendent should be more concerned about the safety, education and pending litigation of alleged student sexual misconduct; not what a parent volunteer is assisting in morning traffic because of the changes imposed of High School start time by the State of California.

In the City/School Meeting it was mentioned how the contract with the crossing guard company, ACMS, Inc. was negotiated without the increase of 35% from the contractor. The current contract with the City is not to exceed \$142,750.00 for the 2023-2024 school year. This cost will obviously increase next year 2024-2025 and the City of El Segundo will incur additional inflationary costs, including the construction on the "Plunge" Project. What a very missed opportunity for planning the removal of my services instead of a pilot program in which the City of El Segundo would provide such authority and permission to parent volunteers in the morning to assist our students all over the City of El Segundo and either curb or delete this fiscal item on future budgets. In addition, I will say, when the District gets involved in such a matter about City Rules and Laws and the City pays for services as in this case for crossing guard services, it opens litigation to both entities. Once in while, an over reach of power can extend especially if an accident occurs in an area of concern that was brought up many times. In this case, specifically, the City accountable for not hiring an additional Crossing Guard or having City of El Segundo Law Enforcement on Mariposa and Standard and the El Segundo Unified School District for getting involved in removing a volunteer who conducted these services without auto/pedestrian incident for two consecutive years without a clear and concise plan of action. What I certainly hope is my removal was not selective enforcement and the law, as Dr. Moore conveyed will be enforced at all times. School Districts in general are reactionary

and not proactive. In this case Dr. Moore was more proactive about finding a way to have me removed in lieu of a partnership and a solution was not brought forward at the City/School Subcommittee Meeting. When I say proactive and reactive, perfect example would have been if School Administration had looked at my daughter's schedule and seen she is taking a "0" period thus she would be in class at 7:30 am. What are the chances Mr. Slack would be at the cross walk at 8:10 am? None of this communication, my lack of trust in Administration and Superintendent, would have never occurred. This was all for not and showed the true colors of all involved. The most beneficial outcome was the City/School Subcommittee Meeting. It is so informative and I suggest residents get involved and know exactly what is going on and who is making decisions on their behalf fiscally and . Local and Municipal Politics is the most influential and related to everyday citizens.

Last but not least, I will not perform any duties at Standard and Mariposa as requested in this communication on behalf of the City of El Segundo. Mr. Slack attempts to follow the law and will abide accordingly. And if anyone knows the attached community members, parents, spouses please let them know I am so appreciative of the kind words that made me feel more part of El Segundo than the City (excluding the Police Department - They have been fabulous and also kind) and the District.

Sincerely,

Daniel Slack Jr.

On Wednesday, September 6, 2023 at 03:23:21 PM PDT, Mark Hensley <mhensley@hensleylawgroup.com> wrote:

Mr. Slack,

While the City understands your stated intentions and belief that a crossing guard is needed at certain locations to assist students attending El Segundo Unified School District campuses, the City is requesting that you voluntarily cease your crossing guard activities. Based upon communications from the District, it appears the District has not authorized you to provide and is not pursuing utilizing your services.

The City has not asked for your assistance in this regard either and accordingly you are doing so without any authority or permission. Contract crossing guard services are utilized at locations where such are deemed warranted to assist the School District.

You have every right to express your opinions and thoughts on this subject matter to the District and the City, but you do not have the legal right to provide these services on City sidewalks and streets. You can seek employment with the company that provides these services to assist the District, but the City cannot assure you that you will be hired or if you hired, the location(s) that the company may place you to provide crossing guard services.

Thank you in advance for your cooperation with this matter.

Best,

Mark D. Hensley

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Thank you for
keeping our kids
safe! Happy summer!

♥
the
Puffer
Family

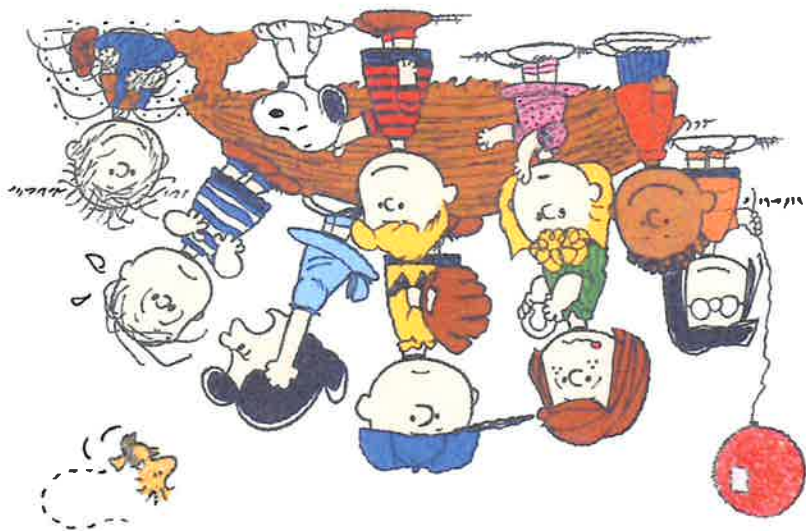
TO: The Crossing Guard

FROM: Lee Boyle's

S: AKA "The first lady"
of ES.

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Thank you for
always keeping
our kids safe!
Your smiles, engagement



and care for these kids
matters!

Thank you for all

you do!

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The
Gagwards
Family

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