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MEMORANDUM **Police Department – Memo 2012-035**

DATE: MARCH 22, 2012

TO: MAYOR AND COUNCIL

THRU: RICHARD DLUGAS, CITY MANAGER *RD*
 SHERRY KIYLER, POLICE CHIEF *SK*

FROM: DAVID NEUMAN, ASSISTANT POLICE CHIEF *DN*

SUBJECT: RESOLUTION NUMBER 4591, AUTHORIZING AND APPROVING INTERGOVERNMENTAL AGREEMENTS (IGA) BETWEEN THE CITY OF CHANDLER AND CHANDLER UNIFIED SCHOOL DISTRICT NO. 80 AND KYRENE SCHOOL DISTRICT NO. 28 FOR THE ASSIGNMENT OF SCHOOL RESOURCE OFFICERS TO THEIR SCHOOL DISTRICTS

SUMMARY: Chandler Unified School District No. 80 (CUSD) wishes to enter into an IGA with the City for four School Resource Officers (SRO) and three School Safety Officers (SSO) and the Kyrene School District (KSD) wishes to enter into an IGA with the City for two School Resource Officers.

DISCUSSION: The City, through the Police Department, has been supporting the School Resource Officer needs for schools located within our city limits for a number of years. The department wishes to continue to support the School Resource Officer needs of these school districts as a service to them and a positive example to the youth of our community.

FINANCIAL IMPLICATIONS: The Safe Schools Program grant that the various school districts currently receive from the State sets funding allocations for each school district. The State has recently cut funding for this program resulting in an overall reduction in the number of SROs allocated to each district. Of the nine SRO positions within Chandler City limits, six are funded by the Safe Schools Program and three are not. This reduction results in shortfalls between the allocation and total actual officer cost. The schools endeavor to split the shortfall 50% with the City, which is the result this year. The City's portion of all shortfalls totals \$173,023.

Actual costs, amount of school funding and the City's portion of the shortfalls of SRO salary and benefits are listed below by school district:

<u>School District</u>	<u>Actual Cost</u>	<u>Amount of School Funding</u>	<u>Shortfall - City's Portion</u>
a) CUSD – 4 SROs	\$422,635	\$422,635	\$0
3 SSOs	\$320,076	\$160,038	\$160,038
b) KSD – 2 SROs	<u>\$209,181</u>	<u>\$196,196</u>	<u>\$12,985</u>
	\$951,892	\$778,869	\$173,023

RECOMMENDATION: That the Mayor and City Council approve the attached Resolution Number 4502.

PROPOSED MOTION: Move to approve City of Chandler Resolution No. 4591 authorizing and approving Intergovernmental Agreements between the City of Chandler and Chandler Unified District No. 80, Kyrene School District No. 28, and the Mesa Public Schools for the assignment of School Resource Officers to schools located within the Chandler city limits and authorize the Police Chief to administer, execute, and submit all documents and other necessary instruments in connection with said program.

DN:jm

3 Attachments:

1. Resolution No. 4591
2. Copy of IGA with Chandler Unified School District No. 80
3. Copy of IGA with Kyrene School District No. 28

RESOLUTION NO. 4591

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA AUTHORIZING AND APPROVING INTERGOVERNMENTAL AGREEMENTS (IGA) BETWEEN THE CITY OF CHANDLER AND CHANDLER UNIFIED SCHOOL DISTRICT NO. 80 AND KYRENE SCHOOL DISTRICT NO. 28 FOR THE ASSIGNMENT OF SCHOOL RESOURCE OFFICERS TO THEIR SCHOOL DISTRICTS.

WHEREAS, Chandler Unified School District No. 80 wishes to enter into an IGA with the City for four School Resource Officers and three School Safety Officers and the Kyrene School District wishes to enter into an IGA with the City for two School Resource Officers; and

WHEREAS, the City of Chandler, through its Police Department, wishes to provide the School Resource Officers requested by the Chandler and Kyrene School Districts;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section I. THAT approval is granted for the Chandler Police Department to provide the School Resource Officers requested by the Chandler and Kyrene School Districts.

Section II. THAT Sherry Kiyler, Police Chief, is appointed agent for the City of Chandler, to administer, execute and submit all documents and any other necessary instruments in connection with said programs.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____ 2012.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4591 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the ____ day of _____ 2012.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____, 20____, between the City of Chandler, Arizona, a municipal corporation, herein referred to as "City", and the Chandler Unified School District No. 80, a political subdivision of the State of Arizona, herein referred to as "The District", to provide for the assignment of six School Resource Officers and one School Safety Officer on the terms and conditions herein stated.

WITNESSETH:

WHEREAS, the governing bodies of the City and The District are mutually interested in providing law enforcement education and security to school campuses, and

WHEREAS, The District desires School Resource Officers (SRO) and School Safety Officers (SSO) be provided by the Chandler Police Department, and

WHEREAS, The City of Chandler and the Chandler Police Department desire to provide School Resource Officers and School Safety Officers; and

WHEREAS, the City and The District wish to enter into an agreement for the assignment of four School Resource Officers and three School Safety Officer to District schools:

WHEREAS, The District and the City are authorized to enter into intergovernmental agreements for services or for the exercise of joint or common powers pursuant to A.R.S. § 11-951, et seq.

NOW, THEREFORE, in consideration of the premises, the City and The District do now agree to cooperate with each other in carrying out the above purposes, according to the School Safety Program Guidelines and to that end to agree as follows:

1. THE CITY AGREES:

- (a) To assign four police officers as School Resource Officers to the District Schools Hamilton High School, and Willis, Bogle and Santan Junior High Schools and assign three police officers as School Safety Officer to the District Schools Basha and Chandler High Schools, and Andersen Junior High School.
- (b) The Officers are not District employees and are employees of the City and are under the operational control of the Chandler Police Department according to Chandler Police General Orders.
- (c) The Officers shall fulfill their duties as a sworn law enforcement officer for the State of Arizona.

- (d) The Officers shall meet all training requirements for law enforcement and program certification established by the Chandler Police Department, the Chandler School District and the Arizona Department of Education.
- (e) The Officers shall be insured under the City of Chandler liability insurance and workman's compensation insurance.
- (f) The Officers' supervisor shall solicit input from the school's administrator concerning the Officers' performance evaluation.
- (g) Records of services provided and programs accomplished shall be maintained by the Chandler Police Department and the District.
- (h) If the District is unable to fund this program in the future, the Chandler Police Department will evaluate its resources and determine if the program merits funding.

2. THE DISTRICT AGREES:

- (a) Effective July 1, 2011, for fiscal year 2011-2012 to pay the Chandler Police Department \$582,673 towards the partial cost of salary, benefits, and equipment for four grant-funded School Resource Officers and one and one-half district-funded School Safety Officer. It is estimated that the "Safe Schools Program" grant will fund \$422,635 of actual SRO salary and benefits and the district will fund \$160,038 of actual SSO salary and benefits. The total actual salary and benefits amount for all seven officers is \$742,711, resulting in a deficit of \$160,038, which will be covered by the City. The breakdown is as follows:

Salaries & ERE's – 4 grant SROs	\$422,635.00
Salaries & ERE's – 1.5 SSOs (Chandler/Basha)	<u>160,038.00</u>
Total	\$582,673.00

SDH 12.30.11

The amount for salaries and Employee-Related Benefits shall be divided into four equal portions and paid on a quarterly basis.

- (b) The School Resource Officers shall be assigned to Hamilton High School, and Willis, Bogle and Santan Junior High Schools. The School Safety Officers shall be assigned to Basha and Chandler High Schools, and Andersen Junior High School.
- (c) The District shall provide buildings, facilities and related equipment necessary for program implementation.
- (d) The Officers shall be under the operational control of the Chandler Police Department according to Chandler Police General Orders.

- (e) The Officers shall meet all training requirements for law enforcement and program certification established by the Chandler Police Department, the Chandler School District and the Arizona Department of Education.
- (f) Records of services provided and programs accomplished shall be maintained by the Chandler Police Department and the District.
- (g) No district or site administrator shall interfere with the duties of the SRO as a sworn law enforcement officer.
- (h) If the program is successful, the District will do everything possible to make the School Resource Officers and the accompanying law enforcement education a permanent part of the high school curriculum when grant funding is no longer available.

3. THE ROLE OF A SCHOOL RESOURCE OFFICER

The successful implementation and continuation of the SRO program is primarily dependent on the performance and realization of the SRO's various roles. The Chandler Police Department's program has adopted a "triad" concept, with one modification. The triad includes the following with our added focus on the SRO as a Mentor or Role Model: "Teacher, Liaison, Enforcer."

A. Mentoring or "Role Model":

1. This is the center or focus of the program. It is essential for an SRO to be a positive role model **at all times**. Because the SRO is constantly in view of the students, he or she has the unique opportunity to form lasting impressions and attitudes.

B. Teacher or educator:

1. "Law Related Education" (LRE) is designed to teach students the fundamental principles and skills needed to be responsible members of the community and participants in democracy.
2. The SRO provides the school with an additional educational resource by sharing their expertise in the classroom.
3. The instruction may be targeted or designed to deal with certain issues or problems facing the school, staff, and/or students.

C. Liaison (Problem solver):

1. The central principle of “*Community Policing*” and the “*SRO Program*” involves the creation of partnerships between law enforcement and members of the community.
2. The SRO will be expected to serve as a liaison between the students, the school administration, the Chandler Police Department, and other community-based resources.
3. The problem solving inherent to this venue will require the SRO to become knowledgeable and confident in the use of various school and community resources.
 - a. Community setting (examples): Zoning, Environmental health, sanitation, traffic engineering, psychologists, mental health services, Child Protective Services, etc.
 - b. School Setting (examples): Administration, teachers, counselors, students, parents, student support services, etc.

D. Enforcer (Law enforcement officer):

1. In this role, the central mission of the SRO is to keep order on campus. A safe and disciplined school environment is a fundamental necessity for learning to occur.

4. **DUTIES AND RESPONSIBILITIES**

The SRO’s duties and responsibilities include, but are not limited to, the following:

A. LAW ENFORCEMENT

1. The SRO is first and foremost a law enforcement officer. As a law enforcement officer, the SRO will act as a deterrent to crime both on the school campus and in the surrounding community by uniformed presence and the development of positive relationships with students, faculty, and community members.
2. SRO’s will perform police duties as assigned by the City and specified in policy, while attempting to ensure that such activities do not dramatically interfere with school operations and student curriculum schedules.
3. The SRO may assist school administration in enforcing school policies, but will **NOT** act as a school disciplinarian. Disciplining students is a school responsibility. However, if the principal/ school administration believes that an incident is a violation of the law, they may contact the

SRO and request assistance. The SRO will then determine whether law enforcement action is appropriate.

4. District and/or other school personnel will not interfere with the law enforcement duties and responsibilities of the SRO. This does not preclude the principal and/or other school administrative staff from contacting the SRO for assistance relating to law enforcement matters. However, the SRO will make the final determination whether law enforcement action is appropriate.
5. If law enforcement action is taken, the SRO should make the school administration aware of the action as soon as practical.
6. At the principal's request, the SRO will take appropriate law enforcement action against intruders and unwanted guests who may appear at the school, and related school functions, to the extent that the SRO may do so under the authority of the law.
7. The SRO will not use a personal vehicle for any law enforcement duties. This does not preclude the use of a personal vehicle for transportation to and from a duty assignment or location.
8. School officials will follow procedures established by State law for reporting crimes and/or threats to law enforcement personnel (*A.R.S. 13-2911 and 15-341*).
9. The SRO's police duties also include, but are not limited to, the following:
 - a. Protect the school, staff, and students from violations of the law.
 - b. Investigate crimes or other school related incidents that originate on their assigned school campus, making arrests when appropriate.
 - 1) If an incident occurs off campus, involving students from the campus served by the SRO, the SRO may become involved if necessary, but will normally allow the local jurisdiction to take disposition. If the incident is investigated by an outside agency, the SRO shall request copies of the documentation.
 - c. When appropriate, make necessary notifications to other agencies (CPS, probation, other police jurisdictions, etc.)
 - d. Assist school officials in the enforcement of the truancy laws.

- e. Maintain peace and order within the school and surrounding community.
- f. Gather information regarding potential problems (such as criminal activity, gang activity, student unrest, etc.), and attempt to identify particular individuals who may be a disruptive influence to the school and/or students.
- g. Collection of information:
 - 1) Weekly statistics/activity log.
 - 2) Gang/group activity and member identification (intelligence files).
 - 3) Crimes, investigations, and arrests.
 - 4) Drug activity.

B. SCHOOL SAFETY AND SECURITY

- 1. The SRO will assist administrators in formulating plans and strategies to prevent and/or minimize dangerous situations, which might occur on campus.
- 2. The SRO will work closely with the school administration, and their chain of command, to develop a "School Safety Plan".
- 3. Effective school safety planning should begin with a site assessment or a review of the physical facilities from the standpoint of preventing crime through environmental design. The site assessment should identify key issues, concerns, or problems faced by the school. The site or safety assessment shall be conducted **annually at a minimum**.
- 4. The site assessment should include a review of the following:
 - a. Floor plan of the school buildings.
 - b. A site plan showing the campus boundaries and access points.
 - c. Current crime prevention efforts.
 - d. Current crisis prevention and response plans.
 - e. Student discipline problems.

- f. Student activities and extracurricular programs.
 - g. Health and medical services provided on campus.
 - h. Nearest emergency medical facility serving the geographical area of the school.
 - i. Recent crimes or “calls for service” generated from the school.
 - j. Past crime or activity reports.
 - k. Known safety or security concerns of the staff and students.
5. The development of specific plans or procedures will depend primarily on the needs of the school. However, the following is a list of basic plans or ideas that may be implemented:
- a. Crisis prevention and response plans.
 - 1) Step-by-step procedures for potential crisis or emergency situations.
 - 2) Evacuation or Lockdown procedures.
 - a) Staff classroom coverage.
 - b) Student accounting.
 - 3) Emergency kits.
 - 4) Backup and emergency communications.
 - b. Uniform procedures to screen and monitor campus visitors and potential intruders.
 - c. Graffiti abatement and clean-up program.
 - d. “Silent witness” program.
 - e. Student-led crime prevention groups.
 - f. Peer counseling and peer mediation programs.
 - g. Uniform procedures for the detection and/or disposal of weapons.

6. The SRO will coordinate their activities with the principal (or appropriate faculty members), and will seek permission, guidance, and/or advice **prior** to enacting any programs or plans within the school.

C. EDUCATION:

The SRO will act as a resource, consultant, and/or adjunct presenter to both the staff and students in areas of law related education (LRE).

1. Student Education:

- a. At the school's request, the SRO may provide instruction and other information to students concerning law related topics.
- b. Methods of instruction may include:
 - 1) Classroom instruction.
 - 2) Outside class activities.
 - 3) Individual/group discussions.
 - 4) Question/answer sessions.
- c. Suggested topics may include: conflict resolution, general law enforcement information (search and seizure, criminal law, juvenile law and procedures, shoplifting/theft, etc.), driver education (traffic law, DUI awareness, mock accident investigations, bicycle safety, etc.), family violence, relationships and interpersonal communications, drug/alcohol education, justice system/mock trials, citizenship, Other LRE programs ("We the people", "INVEST", "Project citizen", "Know what I'm saying", etc.)

2. Admin/Staff education:

- a. In-service training may include the following:
 - 1) Drug and alcohol awareness (recognizing the signs and symptoms-in students).
 - 2) Gang awareness and education.
 - 3) Student and staff safety issues.
 - 4) Violence prevention.

3. Other education:
 - a. Intervention activities.
 - b. Prevention programs.
 - c. Community outreach.
4. Development of LRE lessons, educational material, and prevention programs:
 - a. The SRO should participate in existing educational and prevention programs, while attempting to develop or implement other worthwhile programs as the need arises.
 - b. The SRO will coordinate their activities with the principal (or appropriate faculty members), and will seek permission, guidance, and/or advice **prior** to enacting any programs or presenting any new material within the school.

D. OTHER DUTIES:

1. The SRO shall perform such other duties as mutually agreed upon by the principal, or designee, the SRO, and the SRO's immediate supervisor (when appropriate). These duties shall be performed so long as the performance of such duties is legitimately and reasonably related to the SRO program as described in this agreement, Office policy, and/or within applicable state and federal laws.

5. **INFORMATION SHARING:**

- A. The Family Education Rights Act of 1974 (FERPA) has established procedures for the release of student records and information sharing.
- B. Rights under FERPA do not apply to records maintained by a school's law enforcement unit (SRO). However, for a record to be exempt, the law enforcement unit (SRO) must create it for the purpose of law enforcement.
 1. Other records may not be included (i.e. discipline records, health records, etc.).
 2. Records must be kept separate from student educational records.
 3. The records may only be used for law enforcement purposes.

- C. The school may furnish educational records to the SRO under appropriate circumstances. However, those records, and personally identifiable information contained therein, do not lose their status as educational records and remain subject to FERPA, including the disclosure provisions, while in the possession of law enforcement (SRO).
- D. As specified in Office Policy GF-01, *Criminal Justice Data Systems*, Employees who have been authorized to access the ACJIS network, or any related Office computer information system, such as LEJIS, shall only do so in the performance of their duties. The access and use of such systems for personal reasons, or as a matter of curiosity, is strictly prohibited. Further restrictions are placed upon the access and usage of CHRI files, as specified in Office Policy GF-3, *Criminal History Record Information and Public Records*.
- E. In accordance with the policies and directives set forth by the Chandler Police Department, the SRO will convey information relevant to the well being of the School, District, students, staff, etc. In turn, the District or School will convey relevant information necessary for the SRO to perform his/her assigned duties.

6. **GRANT MANAGEMENT**

- A. All funds, or grant money, shall be managed and dispersed by the Chandler Unified School District.
- B. Finance and Budget:

- 1. As supported by the Grant documents, the Chandler Unified School District has been awarded \$429,394 to fund the "Safe Schools Program" for the 2011-2012 school year. The grant monies are budgeted and are to be expended as follows:

<i>Professional Services:</i>	\$422,635.00	- S&H 11.30.11
<i>Supplies:</i>	\$400.00	
<i>Other Expenses (travel/training):</i>	\$200.00	

- 2. Payment for the aforementioned total allocated to the City (\$422,635) for the original four officers' salary and benefits and \$160,038 for one and one half officers' salary and benefits from the District's general fund, will be distributed over the remaining portion of the school year, and paid only upon receipt of an invoice from the City. Monies budgeted and expenses for the Supplies will remain at the District. Monies budgeted for Other Expenses (travel/training) will be paid only upon receipt of an invoice from the City for reimbursement of actual expenses. Only actual costs will be drawdown from Arizona Department of Education by the District.

3. The District shall pay within 30 days of the receipt of the invoice from the City.

C. Inappropriate Expenses:

1. The District shall expend funds only for the purpose and uses specified in the approved plan and/or budget. The District agrees to reimburse the Arizona Department of Education for any unauthorized or inappropriate expenditures, which are not in compliance with the approved plan and/or budget. Funds shall not be used to pay District administrative costs for services associated with receipt of those funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use.

D. Fund Accounting:

1. As the submitting agency, the District agrees to comply with the financial and administrative requirements as set forth by the Arizona Department of Education. Further, the District agrees that it will use the current version of the Uniform System of Financial Records for fiscal control and fund accounting procedures, and that it will maintain appropriate documentation for audit and monitoring purposes.
2. Funds distributed to the District shall be handled and accounted for in accordance with the regular operating procedures established by the District. Any interest earned on these monies must be returned to the Arizona Department of Education.
3. Funds not encumbered by June 30, 2012, and expended by September 30, 2012, shall be returned to the Arizona Department of Education.
4. In the event that this Agreement is terminated prior to June 30, 2012, all unexpended funds in the possession of the District shall be returned to the Arizona Department of Education within thirty days of such termination.

7. **SPECIAL INFORMATION**

A. Indemnification:

1. To the extent permitted by law, each party does hereby covenant and agree to indemnify, defend, and hold harmless the other party, its officers, employees, contractees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this agreement which, are the result of any

act or omission of the party, its officers, employees, contractees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this agreement.

2. Failure of either party to comply with the terms of this Agreement shall not provide the basis of any third party action against The District or the City.
- B. This Agreement may be modified in writing at any time by mutual agreement of the parties hereto.
 - C. Each party shall establish and maintain its own budget according to its established rules and policies and shall be responsible for financing its own activities undertaken pursuant to this Agreement.
 - D. The parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to, State Executive Order No. 99-A, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. Neither party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.
 - E. Each party reserves all rights that it may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511 as amended.
 - F. Any notice required or permitted under the terms of this Agreement shall be in writing and may be delivered personally or served by certified mail, return receipt requested, postage prepaid, addressed as follows:

To The District:

Chandler Unified School District No. 80
1525 West Frye Road
Chandler, AZ 85224
ATTN: Superintendent

To the City:

City of Chandler
Police Department
250 East Chicago Street
Chandler, Arizona 85225
ATTN: Police Chief

Any notice given by certified mail shall be deemed to have been received by the other party one day after the date of mailing.

- G. This Agreement shall be governed by the laws of the State of Arizona. In event of any litigation or arbitration arising out of this Agreement, the substantially prevailing party in such litigation or arbitration shall be entitled to recover its reasonable attorneys fees, expert witness fees and other costs of litigation.
- H. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.
- I. This Agreement contains the entire understanding between the parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing signed by the parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Hearings are for convenience and shall not affect interpretation. This Agreement may be executed in counterparts, and which together constitute a single instrument. This Agreement shall be recorded with the Maricopa County Recorder pursuant to A.R.S. § 11-952(g) upon its execution.
- J. The term of this Agreement is for a one (1) year period commencing on July 1, 2011 and terminating on June 30, 2012. Thereafter, this Agreement may be extended annually for two successive years. Each extension shall be for one year terms. The extension, if any, shall be approved administratively by the Chandler Police Chief and by the Superintendent of the Chandler Unified School District. Any extension shall reflect a mutually agreed upon cost of salary and benefits reimbursement not to exceed thirty percent of the original contract cost. If either party notifies the other party of its intent to terminate the Agreement no later than 90 days prior to the Agreement's termination date, the Agreement shall terminate upon the expiration date of the then current Agreement term. This Agreement shall also terminate automatically in the event funding is no longer available for the program described in this Agreement.
- K. Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination. Failure to comply shall be deemed a material breach of

the agreement that is subject to penalties up to and including termination of the agreement.

8. **IMMIGRATION LAW COMPLIANCE**

- A. Under the provisions of A.R.S. § 41-4401, each party hereby warrants to the other that the each party and all of its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter “Contractor Immigration Warranty”).
- B. A Breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the breaching party to penalties up to and including termination of this Agreement at the sole discretion of the non-breaching party.
- C. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee of the other party who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. Each party agrees to assist the other party in regard to any such inspections.
- D. Each party may, at its sole discretion, conduct random verification of the employment records of the other party and any of its subcontractors to ensure compliance with Contractor’s Immigration Warranty. Each party agrees to assist the other party in regard to any random verifications performed.
- E. A party will not be considered in material breach of this Agreement or the Contractor Immigration Warranty if the party establishes that it has complied with the employment verification provision prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
- F. The foregoing provisions of subparagraphs A-E of this article must be included in any contract that a party enters into with any and all its subcontractors who provide service under this Agreement or any subcontract.
- G. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each party certifies that it does not have a scrutinized business operation as defined in A.R.S. §§ 35-391 and 35-393 in either Sudan or Iran.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF CHANDLER:

ATTEST:

MAYOR

CITY CLERK

CHANDLER SCHOOL DISTRICT:

ATTEST:

SSH
11.30.11
M/C


Dr. Camille Casteel, Superintendent

APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed the above-referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Chandler Unified School District No. 80 and declare this Agreement to be in proper form and within the power and authority granted to the City of Chandler under the laws of the State of Arizona.

Dated this ____ day of _____, 20 ____.


Chandler City Attorney

APPROVAL OF ATTORNEY FOR CHANDLER SCHOOL DISTRICT

I have reviewed the above referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Chandler Unified School District No. 80 and declare this Agreement to be in proper form and within the powers and authority granted to the Chandler School District under the laws of the State of Arizona.

Dated this 19 day of December, 20 11.


Attorney for Chandler School District

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____, 20__, between the City of Chandler, Arizona, a municipal corporation, herein referred to as "City", and the Kyrene Elementary School District No. 28, of Maricopa County, Arizona, herein referred to as "District", to provide for the assignment of two School Resource Officers on the terms and conditions herein stated.

WITNESSETH:

WHEREAS, the governing bodies of the City and District are mutually interested in providing law enforcement education and security to school campuses, and

WHEREAS, the District desires School Resource Officers be provided by the Chandler Police Department, and

WHEREAS, the City of Chandler and the Chandler Police Department desire to provide School Resource Officers; and

WHEREAS, the City and District wish to enter into an agreement for the assignment of two School Resource Officers to District schools:

WHEREAS, the City and District are authorized to enter into intergovernmental agreements for services or for the exercise of joint or common powers pursuant to A.R.S. § 11-951, et seq. The District is authorized to enter into this Intergovernmental Agreement pursuant to A.R.S. §§ 15-141, 15-341 and 15-342. The Department is authorized to enter into this Agreement pursuant to A.R.S. § 9-240(B)(12). Both parties are authorized to enter into Intergovernmental Agreements pursuant to A.R.S. § 11-952.

NOW, THEREFORE, in consideration of the premises, the City and District do now agree to cooperate with each other in carrying out the above purposes, according to the School Safety Program Guidelines and to that end agree as follows:

1. **THE CITY AGREES:**

- (a) To assign two police officers as School Resource Officers (hereinafter referred to as "Officer" or "SRO") to the District Schools of Aprende and Pueblo Middle Schools.
- (b) The Officers are not District employees and are employees of the City and are under the operational control of the Chandler Police Department according to Chandler Police General Orders.

- (c) The Officers shall fulfill their duties as sworn law enforcement officers for the State of Arizona.
- (d) The Officers shall meet all training requirements for law enforcement and program certification established by the Chandler Police Department and the Kyrene School District and the Arizona Department of Education.
- (e) The School Resource Officers shall be insured under the City of Chandler liability insurance and worker's compensation insurance.
- (f) The SRO's supervisor shall solicit input from the school's administrator concerning the SRO's performance evaluation.
- (g) Records of services provided and programs accomplished shall be maintained by the Chandler Police Department and the District.
- (h) If the District is unable to fund this program in the future, the Chandler Police Department will evaluate its resources and determine if the program merits funding.

2. THE DISTRICT AGREES:

- (a) Effective July 1, 2011 for Fiscal Year 2011-2012 to pay the Chandler Police Department \$196,196.33 towards the partial cost of salary, benefits, supplies and other expenses for two (2) grant-funded School Resource Officers. It is estimated that the "Safe Schools Program" grant will fund \$183,211.66 of actual salary, benefits, supplies and other expenses for two SROs. Actual salary and benefits are estimated to be \$209,181.00, resulting in an estimated deficit of \$25,969.34. The District agrees to pay fifty percent of the deficit (up to but not exceeding \$12,984.67) with the City. The amount owed shall be divided into four equal portions and paid on a quarterly basis.
- (b) The School Resource Officers shall be assigned to Aprende and Pueblo Middle Schools.
- (c) The District shall provide buildings, facilities and related equipment necessary for program implementation.
- (d) The Officers shall be under the operational control of the Chandler Police Department according to Chandler Police General Orders.
- (e) The Officers shall meet all training requirements for law enforcement and program certification established by the Chandler Police Department, the Kyrene School District and the Arizona Department of Education.

- (f) Records of services provided and programs accomplished shall be maintained by the Chandler Police Department and the District.
- (g) No district or site administrator shall interfere with the duties of the SRO as a sworn law enforcement officer.
- (h) If the program is successful, the District will do everything possible within available funding resources to make the School Resource Officers and the accompanying law enforcement education a permanent part of the school curriculum in the event grant funding is no longer available.

3. THE ROLE OF A SCHOOL RESOURCE OFFICER

The successful implementation and continuation of the SRO program is primarily dependent on the performance and realization of the SRO's various roles. The Chandler Police Department's program has adopted a "triad" concept, with one modification. The triad includes the following with our added focus on the SRO as a Mentor or Role Model: "Teacher, Liaison, Enforcer."

A. Mentoring or "Role Model":

- 1. This is the center or focus of the program. It is essential for an SRO to be a positive role model **at all times**. Because the SRO is constantly in view of the students, they have the unique opportunity to form lasting impressions and attitudes.

B. Teacher or educator:

- 1. "Law Related Education" (LRE) is designed to teach students the fundamental principles and skills needed to be responsible members of the community and participants in democracy.
- 2. The SRO provides the school with an additional educational resource by sharing the SRO's expertise in the classroom.
- 3. The instruction may be targeted or designed to deal with certain issues or problems facing the school, staff, and/or students.

C. Liaison (Problem solver):

- 1. The central principle of "*Community Policing*" and the "*SRO Program*" involves the creation of positive relationships between law enforcement and members of the community.

2. The SRO will be expected to serve as a liaison between the students, the school administration, the Chandler Police Department, and other community-based resources.
3. The problem solving inherent to this venue will require the SRO to become knowledgeable and confident in the use of various school and community resources.
 - a. Community setting (examples): Zoning, Environmental health, sanitation, traffic engineering, psychologists, mental health services, Child protective services, etc.
 - b. School Setting (examples): Administration, teachers, counselors, students, parents, student support services, etc.

D. Enforcer (Law enforcement officer):

1. In this role, the central mission of the SRO is to keep order on campus. A safe and disciplined school environment is a fundamental necessity for learning to occur.

4. DUTIES AND RESPONSIBILITIES

The SRO's duties and responsibilities include, but are not limited to, the following:

A. LAW ENFORCEMENT

1. The SRO is first and foremost a law enforcement officer. As a law enforcement officer, the SRO will act as a deterrent to crime both on the school campus and in the surrounding community by uniformed presence, and the development of positive relationships with students, faculty, and community members.
2. SRO's will perform police duties as assigned by the City and specified in policy, while attempting to ensure that such activities do not dramatically interfere with school operations and student curriculum schedules.
3. The SRO may assist school administration in enforcing school policies, but will **NOT** act as a school disciplinarian. Disciplining students is a school responsibility. However, if the principal / school administration believes that an incident is a violation of the law, they may contact the SRO and request assistance. The SRO will then determine whether law enforcement action is appropriate.
4. District and/or other school personnel will not interfere with the law enforcement duties and responsibilities of the SRO. This does not

preclude the principal and/or other school administrative staff from contacting the SRO for assistance relating to law enforcement matters. However, the SRO will make the final determination whether law enforcement action is appropriate.

5. If law enforcement action is taken, the SRO should make the school administration aware of the action as soon as practical.
6. At the principal's request, the SRO will take appropriate law enforcement action against intruders and unwanted guests who may appear at the school, and related school functions, to the extent that the SRO may do so under the authority of the law.
7. The SRO will not use a personal vehicle for any law enforcement duties. This does not preclude the use of a personal vehicle for transportation to and from a duty assignment or location.
8. School officials will follow procedures established by State law for reporting crimes and/or threats to law enforcement personnel (*A.R.S. 13-2911 and 15-341*).
9. The SRO's police duties also include, but are not limited to, the following:
 - a. Protect the school, staff, and students from violations of the law.
 - b. Investigate crimes or other school related incidents that originate on their assigned school campus, making arrests when appropriate.
 - 1) If an incident occurs off campus, involving students from the campus served by the SRO, the SRO may become involved if necessary, but will normally allow the local jurisdiction to take disposition. If the incident is investigated by an outside agency, the SRO shall request copies of the documentation.
 - c. When appropriate, make necessary notifications to other agencies (CPS, probation, other police jurisdictions, etc.)
 - d. Assist school officials in the enforcement of the truancy laws.
 - e. Maintain peace and order within the school and surrounding community.
 - f. Gather information regarding potential problems (such as criminal activity, gang activity, student unrest, etc.), and attempt to identify particular individuals who may be a disruptive influence to the school and/or students.

- g. Collection of information:
 - 1) Monthly statistics / activity log (SRO monthly stat-form)
 - 2) Gang / group activity and member identification (intelligence files)
 - 3) Crimes, investigations, and arrests
 - 4) Drug activity

B. SCHOOL SAFETY AND SECURITY

1. The SRO will assist administrators in formulating plans and strategies to prevent and/or minimize dangerous situations which might occur on campus.
2. The SRO will work closely with the school administration, and their chain of command, to develop a "School Safety Plan".
3. Effective school safety planning should begin with a site assessment or a review of the physical facilities from the standpoint of preventing crime through environmental design. The site assessment should identify key issues, concerns, or problems faced by the school. The site or safety assessment shall be conducted **annually at a minimum**.
4. The site assessment should include a review of the following:
 - a. Floor plan of the school buildings.
 - b. A site plan showing the campus boundaries and access points.
 - c. Current crime prevention efforts.
 - d. Current crisis prevention and response plans.
 - e. Student discipline problems.
 - f. Student activities and extracurricular programs.
 - g. Health and medical services provided on campus.
 - h. Nearest emergency medical facility serving the geographical area of the school.

- i. Recent crimes or “calls for service” generated from the school.
 - j. Past crime or activity reports.
 - k. Known safety or security concerns of the staff and students.
5. The development of specific plans or procedures will depend primarily on the needs of the school. However, the following is a list of basic plans or ideas that may be implemented:
- a. Crisis prevention and response plans.
 - 1) Step-by-step procedures for potential crisis or emergency situations.
 - 2) Evacuation or Lockdown procedures.
 - a) Staff classroom coverage.
 - b) Student accounting.
 - 3) Emergency kits.
 - 4) Backup and emergency communications.
 - b. Uniform procedures to screen and monitor campus visitors and potential intruders.
 - c. Graffiti abatement and clean-up program.
 - d. “Silent witness” program.
 - e. Student-led crime prevention groups.
 - f. Peer counseling and peer mediation programs.
 - g. Uniform procedures for the detection and/or disposal of weapons.
6. The SRO will coordinate his/her activities with the principal (or appropriate faculty members), and will seek permission, guidance, and/or advice **prior** to enacting any programs or plans within the school.

C. EDUCATION:

The SRO will act as a resource, consultant, and/or adjunct presenter to both the staff and students in areas of law related education (LRE).

1. Student Education:
 - a. At the school's request, the SRO may provide instruction and other information to students concerning law related topics.
 - b. Methods of instruction may include:
 - 1) Classroom instruction
 - 2) Outside class activities
 - 3) Individual/group discussions
 - 4) Question/answer sessions
 - c. Suggested topics may include: conflict resolution, general law enforcement information (search and seizure, criminal law, juvenile law and procedures, shoplifting/theft, etc.), driver education (traffic law, DUI awareness, mock accident investigations, bicycle safety, etc.), family violence, relationships and interpersonal communications, drug/alcohol education, justice system / mock trials, citizenship, Other LRE programs ("We the people", "INVEST", "Project citizen", "Know what I'm saying", etc.)
2. Admin / staff education
 - a. In-service training may include the following:
 - 1) Drug and alcohol awareness (recognizing the signs and symptoms-in students)
 - 2) Gang awareness and education
 - 3) Student and staff safety issues
 - 4) Violence prevention
3. Other education
 - a. Intervention activities
 - b. Prevention programs
 - c. Community outreach

4. Development of LRE lessons, educational material, and prevention programs:
 - a. The SRO should participate in existing educational and prevention programs, while attempting to develop or implement other worthwhile programs as the need arises.
 - b. The SRO will coordinate his/her activities with the principal (or appropriate faculty members), and will seek permission, guidance, and/or advice **prior** to enacting any programs or presenting any new material within the school.

D. OTHER DUTIES

1. The SRO shall perform such other duties as mutually agreed upon by the principal, or designee, the SRO, and the SRO's immediate supervisor (when appropriate). These duties shall be performed so long as the performance of such duties is legitimately and reasonably related to the SRO program as described in this agreement, Office policy, and/or within applicable state and federal laws.

5. **INFORMATION SHARING**

- A. The Family Education Rights Act of 1974 (FERPA) has established procedures for the release of student records and information sharing.
- B. The Chandler Police Department is hereby designated as the District's law enforcement unit for its schools located within the City of Chandler, Arizona. Rights under FERPA do not apply to records maintained by a school's law enforcement unit and its personnel, including the SRO. However, for a record to be exempt, the law enforcement unit must create it for the purpose of law enforcement.
 1. Other records may not be included (i.e. discipline records, health records, etc.).
 2. Records must be kept separate from student educational records.
 3. The records may only be used for law enforcement purposes.
- C. The school may furnish educational records to the Chandler Police Department and its SROs assigned pursuant to this agreement under appropriate circumstances consistent with FERPA and A.R.S. § 15-141(E). However, those records, and personally identifiable information contained therein, do not lose their status as

educational records and remain subject to FERPA, including the disclosure provisions, while in the possession of the law enforcement unit.

- D. As specified in Office Policy GF-01, *Criminal Justice Data Systems*, Employees who have been authorized to access the ACJIS network, or any related Office computer information system, such as LEJIS, shall only do so in the performance of their duties. The access and use of such systems for personal reasons, or as a matter of curiosity, is strictly prohibited. Further restrictions are placed upon the access and usage of CHRI files, as specified in Office Policy GF-3, *Criminal History Record Information and Public Records*.
- E. In accordance with the policies and directives set forth by the Chandler Police Department, the SRO will convey information relevant to the well being of the School, District, students, staff, etc. In turn, the District or School will convey relevant information necessary for the SRO to perform his/her assigned duties.

6. GRANT MANAGEMENT

- A. All funds, or grant money, shall be managed and disbursed by the District.
- B. Finance and Budget
 - 1. As supported by the Grant documents, the District has been awarded \$183,211.66 to fund two SRO positions by the “Safe Schools Program” for the 2011-2012 school year. The grant monies are budgeted and are to be expended as follows:

<i>Professional Services:</i>	\$182,911.66
<i>Supplies:</i>	\$200.00
<i>Other Expenses (travel/training):</i>	\$100.00

- 2. Payment for the aforementioned total allocated to the City from the “Safe Schools Program” grant (\$183,211.66) for the two officers’ salary, benefits, supplies and other expenses, and the additional \$12,984.67 from other District funds, will be distributed over the remaining portion of the school year, and paid only upon receipt of an invoice from the City. Monies budgeted and expenses for the Supplies will remain at the District. Monies budgeted for Other Expenses (travel/training) will be paid only upon receipt of an invoice from the City for reimbursement of actual expenses.
 - 3. The District shall pay within 30 days of the receipt of the invoice from the City.
- C. Inappropriate Expenses

1. The Board and District shall expend funds only for the purpose and uses specified in the approved plan and/or budget. The Board and District agree to reimburse the Arizona Department of Education for any unauthorized or inappropriate expenditures, which are not in compliance with the approved plan and/or budget. Funds shall not be used to pay Board or District administrative costs for services associated with receipt of those funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use.

D. Fund Accounting

1. As the submitting agency, the District agrees to comply with the financial and administrative requirements as set forth by the Arizona Department of Education. Further, the District agrees that it will use the current version of the Uniform System of Financial Records for fiscal control and fund accounting procedures, and that it will maintain appropriate documentation for audit and monitoring purposes.
2. Funds distributed to the District shall be handled and accounted for in accordance with the regular operating procedures established by the District. Any interest earned on these monies while in the possession of the District shall accrue to the District and may be used by the District for the "Safe Schools Program."
3. Funds unencumbered as of June 30, 2012, and unexpended as of July 31, 2012, shall be transmitted to the District for reversion no later than August 31, 2012.
4. In the event that this Agreement is terminated prior to June 30, 2012, all unexpended funds in the possession of the District shall be returned to the District within thirty days of such termination.

7. **SPECIAL INFORMATION**

A. Indemnification

1. To the extent permitted by law, each party does hereby covenant and agree to indemnify, defend, and hold harmless the other party, its officers, employees, contractees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this agreement which are the result of any act or omission of the party, its officers, employees, contractees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this agreement.

2. Failure of either party to comply with the terms of this Agreement shall not provide the basis of any third party action against The District or the City.
- B. This Agreement may be modified in writing at any time by mutual agreement of the parties hereto.
- C. Each party shall establish and maintain its own budget according to its established rules and policies and shall be responsible for financing its own activities undertaken pursuant to this Agreement.
- D. The parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations, requiring that all persons, regardless of race, color, religion, sex, age, national origin disability or veteran's status shall have equal access to employment opportunities. Neither party shall engage in any form of illegal discrimination with respect to applicants for employment or employees.
- E. Each party reserves all rights that it may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511.
- F. Any notice required or permitted under the terms of this Agreement shall be in writing and may be delivered personally or served by certified mail, return receipt requested, postage prepaid, addressed as follows:

To the District:

Kyrene School District No. 28
8700 S. Kyrene Road
Tempe, AZ 85284
ATTN: Superintendent

To the City:

City of Chandler
Police Department
250 E. Chicago Street
Chandler, Arizona 85225
ATTN: Police Chief

Any notice given by certified mail shall be deemed to have been received by the other party one day after the date of mailing.

- G. This Agreement shall be governed by the laws of the State of Arizona. In event of any litigation or arbitration arising out of this Agreement, the substantially prevailing party in such litigation or arbitration shall be entitled to recover its reasonable attorneys fees, expert witness fees and other costs of litigation.
- H. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.
- I. This Agreement contains the entire understanding between the parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing signed by the parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation. This Agreement may be executed in counterparts, and which together constitute a single instrument.
- J. The term of this Agreement is for a three (3) year period commencing on July 1, 2011 and terminating on June 30, 2014. . This Agreement shall also terminate automatically in the event funding is no longer available for the program described in this Agreement.
- K. Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination. Failure to comply shall be deemed a material breach of the agreement that is subject to penalties up to and including termination of the agreement.
- L. Pursuant to ARS § 35-391.06 and § 35-393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF CHANDLER:

ATTEST:

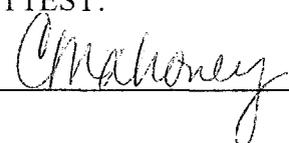
MAYOR

CITY CLERK

KYRENE ELEMENTARY SCHOOL DISTRICT NO. 28 OF MARICOPA COUNTY:



Governing Board President

ATTEST:


APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed the above-referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Kyrene Elementary School District No. 28 and declare this Agreement to be in proper form and within the power and authority granted to the City of Chandler under the laws of the State of Arizona.

Dated this ____ day of _____, 20 ____.



Chandler City Attorney

APPROVAL OF ATTORNEY FOR KYRENE ELEMENTARY SCHOOL DISTRICT NO. 28 OF MARICOPA COUNTY

I have reviewed the above referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Kyrene Elementary School District No. 28 of Maricopa County and declare this Agreement to be in proper form and within the powers and authority granted to the Kyrene Elementary School District No. 28 of Maricopa County under the laws of the State of Arizona.

Dated this ____ day of _____, 20 ____.



Attorney for Kyrene Elementary School District No. 28 of Maricopa County