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MEMORANDUM **Police Department – Memo 2015-032**

DATE: MARCH 12, 2015

TO: MAYOR AND COUNCIL

THRU: RICH DLUGAS, CITY MANAGER RD
MARSHA REED, ASSISTANT CITY MANAGER MR
SEAN DUGGAN, CHIEF OF POLICE SD

FROM: DAVID NEUMAN, ASSISTANT POLICE CHIEF DN

SUBJECT: RESOLUTION NO. 4841 AUTHORIZING INTERGOVERNMENTAL AGREEMENTS (IGAs) WITH THE CHANDLER UNIFIED SCHOOL DISTRICT NO. 80, KYRENE SCHOOL DISTRICT NO. 28, AND MESA UNIFIED SCHOOL DISTRICT NO. 4 FOR THE ASSIGNMENT OF SCHOOL RESOURCE OFFICERS TO SCHOOLS LOCATED WITHIN THE CHANDLER CITY LIMITS; AUTHORIZING THE MAYOR TO SIGN THE IGAs; AND AUTHORIZING THE CHIEF OF POLICE TO ADMINISTER, EXECUTE, AND SUBMIT ALL DOCUMENTS AND OTHER NECESSARY INSTRUMENTS IN CONNECTION WITH SAID PROGRAM

SUMMARY: The Chandler Unified School District No. 80 (CUSD) wishes to enter into an IGA with the City for seven School Resource Officers (SROs), the Kyrene School District No. 28 (KSD) wishes to enter into an IGA with the City for two SROs, and the Mesa Unified School District No. 4 (MUSD) wishes to enter into an IGA with the City for one SRO.

DISCUSSION: The City, through the Police Department, has been supporting the SRO needs for schools located within our city limits for a number of years. The department wishes to continue supporting the SRO needs of these school districts as a service to them and a positive example to the youth of our community. New this year to the SRO program is the addition of Summit Academy of MUSD. With the addition of this school, all public middle and high schools within Chandler city limits are covered with SRO service.

FINANCIAL IMPLICATIONS: The Safe Schools Program grant that the various school districts currently receive from the State sets funding allocations for each school for the life of the grant. The grant period is generally three years, and FY 14-15 is year one of the current state grant. CUSD and KSD received 12-month funded grants and MUSD received a 10-month grant. Since MUSD's grant is for 10 months, the assigned officer is recovered for two months and the

officer will be deployed for other uses. Of the 10 SRO positions within Chandler city limits, all are grant funded up to a certain amount per position. This may result in shortfalls between the allocation and total actual officer cost.

In accordance with the CUSD and KSD IGAs, the school districts will split the shortfall 50%/50% with the City. The MUSD IGA indicates the City will pay 100% of the shortfall due to the ability for the SRO to be fully utilized by the City in the summer months. Actual costs, grant funding, total school payment (including grant funds and split funds) and the City's portion of the shortfalls of SRO salary and benefits are listed below by school district:

	School District	Actual Cost	Grant Funding	Total School Payment	City's Portion
a)	CUSD – 7 SROs	$805,753	$804,085	$804,919	$834
b)	KSD – 2 SROs	$252,527	$249,819	$251,173	$1,354
c)	MUSD – 1 SRO	$123,342	$102,725	$102,725	$20,617
		$1,181,622	$1,156,629	$1,158,817	$22,805

PROPOSED MOTION: Move City Council pass and adopt Resolution No. 4841 authorizing Intergovernmental Agreements (IGAs) with the Chandler Unified District No. 80, Kyrene School District No. 28, and Mesa Unified School District No. 4 for the assignment of School Resource Officers to schools located within the Chandler city limits; authorizing the Mayor to sign the IGAs; and authorizing the Chief of Police to administer, execute, and submit all documents and other necessary instruments in connection with said program.

SD:jm

4 Attachments:
1. Resolution No. 4841
2. Copy of IGA with Chandler Unified School District No. 80
3. Copy of IGA with Kyrene School District No. 28
4. Copy of IGA with Mesa Unified School District No. 4

RESOLUTION NO. 4841

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, KYRENE SCHOOL DISTRICT NO. 28, AND MESA UNIFIED SCHOOL DISTRICT NO. 4, 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 seven School Resource Officers, the Kyrene School District No. 28 wishes to enter into an IGA with the City for two School Resource Officers, and the Mesa Unified School District No. 4 wishes to enter into an IGA with the City for one School Resource Officer; and

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

Section II. THAT the Mayor or designee is authorized to sign the IGA and any Amendments and that the Chief of Police 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 _____ 2015.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4841 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of _____ 2015.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF CHANDLER AND THE
CHANDLER UNIFIED SCHOOL DISTRICT

This Intergovernmental Agreement ("Agreement") is entered into this _____ day of _____, 2014, 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 seven School Resource Officers 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) 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 The District wish to enter into an agreement for the assignment of seven School Resource Officers 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 mutual covenants and provisions contained in this Agreement and other good and valuable consideration, the adequacy of which is hereby acknowledged, 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 seven police officers as School Resource Officers to the following District schools: Hamilton, Basha and Chandler High Schools, and Willis, Bogle, Andersen and Santan Junior High 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 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 (as it pertains to grant funding).

(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, 2014, for fiscal year 2014-2015 to pay the Chandler Police Department $804,919.00 towards the partial cost of salary, benefits, and equipment for seven grant-funded School Resource Officers. The total actual salary and benefits amount for all seven officers is $805,753.00. It is estimated that the "Safe Schools Program" grant will fund $804,085.00 and the District will fund fifty percent of the difference between grant and actual SRO salary and benefits totaling $834.00 for a total payment of $804,919.00. The City will cover the additional fifty percent of the costs.

(b) The District shall provide buildings, facilities and related equipment necessary for program implementation.

(c) The Officers shall be under the operational control of the Chandler Police Department according to Chandler Police General Orders.

(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) Records of services provided and programs accomplished shall be maintained by the Chandler Police Department and the District (as it pertains to grant funding).

(f) No district or site administrator shall interfere with the duties of the SRO as a sworn law enforcement officer.

(g) 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, and 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 and environmental health requirements/enforcement services, sanitation, traffic engineering, school 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.

2) Gang/group activity and member identification (intelligence files).

3) Crimes, investigations, and arrests.

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. Peer counseling and peer mediation programs.

f. Uniform procedures for the detection and/or collection of weapons by the SRO.

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 and other LRE approved programs.

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, District policy, CPD General Orders 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, to the extent permitted by FERPA, 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 $847,940.00 to fund the "Safe Schools Program" for the 2014-2015 school year. The grant monies are budgeted and are to be expended as follows:

Professional Services:	$847,240.00
Supplies:	$700.00

2. The District shall pay the City the agreed upon amount listed above on or before May 1st of each fiscal year that this Agreement is effective.

C. Unauthorized 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 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, 2015, and expended by September 30, 2016, shall be returned to the Arizona Department of Education.

4. In the event that this Agreement is terminated prior to June 30, 2015, 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, contractors, 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, contractors, 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.

3. For purposes of workers' compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this specific intergovernmental agreement, is deemed to be an employee of both the party who is his or her primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer party of such employee shall be solely liable for payment of

workers' compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

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 attorney's 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. 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 three (3) year period commencing on July 1, 2014 and terminating on June 30, 2017. Funding and staffing Amendments to the original agreement authorized by the City may be approved administratively by the Chandler City Manager or Police Chief (as the designee) if said Amendment does not exceed ten percent of the original contract or immediately preceding contract year. All other Amendments by the City shall be approved by the City Council. All Amendments to this Agreement must be approved by the District's Governing Board. The District may terminate this Agreement annually if the District Governing Board determines not to fund the services provided hereunder. Such determination shall be provided to the City by written notice no later than ninety (90) days prior to the end of each fiscal year. In addition, either party may notify the other party of its intent to terminate the Agreement no later than 90 days prior to the Agreement's termination date. 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 verification 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.

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:

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 _____, 2014.

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 17 day of November, 2014.

Attorney for Chandler School District

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE KYRENE ELEMENTARY SCHOOL DISTRICT NO. 28

This Intergovernmental Agreement ("Agreement") is entered into this _____ day of _____, 2015, 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 (SRO) 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.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained in this Agreement and other good and valuable consideration, the adequacy of which is hereby acknowledged, 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 Officer's (hereinafter referred to as "Officer" or "SRO") to the District Schools of Aprende and Pueblo Middle Schools.

   (b) The SROs 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 SROs shall fulfill their duties as sworn law enforcement officers for the State of Arizona.

(d) The SROs 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 (as it pertains to grant funding).

(e) The SROs 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, 2014 for Fiscal Year 2014-2015 to pay the Chandler Police Department $251,173.00 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 $249,819.00 of actual salary, benefits, supplies and other expenses for two SROs. Actual salary and benefits are estimated to be $252,527.00, resulting in an estimated deficit of $2,708.00. The District agrees to pay fifty percent of the deficit (up to but not exceeding $1,354.00) with the City paying the remaining fifty percent. The amount owed shall be divided into four equal portions and paid on a quarterly basis.

(b) The SROs 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 (as it pertains to grant funding).

(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) In the event that grant funding is unavailable, the District will evaluate its resources and consider whether or not to make the School Resource Officers and the accompanying law enforcement education a permanent part of the school curriculum.

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 and 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 and environmental health services/requirements, sanitation, traffic engineering, school 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 (or their designees) 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

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 though 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. Peer counseling and peer mediation programs.

f. Uniform procedures for the detection and/or recovery 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, *or as required for grant funding,* 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 and other LRE programs.

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, District policy, CPD General Orders 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 $250,019.00 to fund two SRO positions by the "Safe Schools Program" for the 2014-2015 school years. The grant monies are budgeted and are to be expended as follows:

Professional Services:	$249,819.00
Supplies:	$200.00

2. Payment for the aforementioned total allocated to the City from the "Safe Schools Program" grant ($249,819.00) for the two officers' salary, benefits, and the additional $1,354.00 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. Unauthorized 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 and unexpended by the end of the fiscal year, shall be transmitted to the District for reversion no later than August 31st of that year.

4. In the event that this Agreement is terminated prior to the end of the fiscal year, all unexpended funds in the possession of the District shall be returned to the Department of Education within thirty (30) days of such termination.

5. The City and District agree to comply with all programming requirements established by the Arizona Department of Education in order to receive "Safe Schools Program" grant funds.

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, contractors, 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, contractors, 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.

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:

<u>To the District</u>:

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 attorney's 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, 2014 and terminating on June 30, 2017. Funding and staffing Amendments to the original agreement authorized by the City may be approved administratively by the Chandler City Manager or Police Chief (as the designee) if said Amendment does not exceed ten percent of the original contract or immediately preceding contract year. All other Amendments by the City shall be approved by the City Council. All Amendments to this Agreement must be approved by the District's Governing Board. The District may terminate this Agreement annually if the District Governing Board determines not to fund the services provided hereunder. Such determination shall be provided to the City by written notice no later than ninety (90) days prior to the end of each fiscal year. In addition, either party may notify the other party of its intent to terminate the Agreement no later than 90 days prior to the Agreement's termination date. This Agreement shall also

terminate automatically in the event funding is no longer available for the program described in this 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 verification 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. IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

SIGNATURE PAGE FOLLOWS

CITY OF CHANDLER:

ATTEST:

MAYOR

CITY CLERK

KYRENE ELEMENTARY SCHOOL DISTRICT NO. 28 OF MARICOPA COUNTY:

Governing Board President

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

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 29th day of January, 2015.

Attorney for Kyrene Elementary School District No. 28

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE MESA UNIFIED SCHOOL DISTRICT NO. 4

This Intergovernmental Agreement ("Agreement") is entered into this 18th day of November, 2014, between the City of Chandler, Arizona, a municipal corporation, herein referred to as "City,", and the Mesa Unified School District No. 4, a political subdivision of the State of Arizona, herein referred to as "The District", to provide for the assignment of a School Resource 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 a School Resource Officer (SRO) be provided by the Chandler Police Department, and

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

WHEREAS, the City and The District wish to enter into an agreement for the assignment of a School Resource 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 mutual covenants and provisions contained in this Agreement and other good and valuable consideration, the adequacy of which is hereby acknowledged, 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 agree as follows:

1. THE CITY AGREES:

(a) To assign a police officer as School Resource Officer to the District School of Summit Academy.

(b) The SRO is not a District employee and is an employee of the City and is under the operational control of the Chandler Police Department according to Chandler Police General Orders.

(c) The SRO shall fulfill his/her duties as a sworn law enforcement officer for the State of Arizona.

(d) The Officer shall meet all training requirements for law enforcement and program certification established by the Chandler Police Department and the Mesa Unified School District and the Arizona Department of Education (as it pertains to grant funding).

(e) The SRO shall be insured under the City of Chandler liability insurance and workman'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. <u>THE DISTRICT AGREES</u>:

(a) Effective July 1, 2014 for fiscal year 2014-2015 to pay the Chandler Police Department $102,725.00 towards the partial cost of salary, benefits and equipment for one (1) SRO. Actual salary and benefits for one SRO is $123,342.00. The remaining cost after grant funding will be covered by the City for FY 14-15.

(b) The SRO shall be assigned to Summit Academy.

(c) The District shall provide buildings, facilities and related equipment necessary for program implementation.

(d) Records of services provided and programs accomplished shall be maintained by the Chandler Police Department and the District.

(e) No district or site administrator shall interfere with the duties of the SRO as a sworn law enforcement officer.

(f) If the program is successful, the District will do everything possible to make the SRO and the accompanying law enforcement education a permanent part of the Summit Academy 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, 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 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) Monthly statistics/activity log (SRO monthly stat-form)

      2) Gang/group activity and member identification (intelligence files)

      3) Crimes, investigations, and arrests

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 though 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. Uniform procedures for the detection and/or recovery 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, and other LRE approved programs.

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, District policy, CPD General Orders 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 District.

B. Finance and Budget

1. As supported by Grant documents, the Mesa Unified School District has been awarded funds under the "Safe Schools Program" for the 2014-2015 school year for Summit Academy. Actual salary and benefit costs to be paid by the District are $102,725.00 for one SRO. The grant monies shall cover the cost for one SRO for a total of ten months, the remaining costs (for two months) associated with this position shall be covered by the City.

2. Payment for the aforementioned total allocated to the City $102,725.00 for one officers' salary and benefits from the District's general fund, will be distributed over the remaining portion of the school year, and paid 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 upon receipt of an invoice from the City for reimbursement of actual expenses. Only actual costs will be drawn down 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. Unauthorized 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 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, 2015, and unexpended by September 30, 2016, shall be returned to the Arizona Department of Education.

4. In the event that this Agreement is terminated prior to June 30, 2015, 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 reserve 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:
Mesa Unified School District
63 E. Main St. #101
Mesa, AZ 85201-7422
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 attorney's 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, 2014 and terminating on June 30, 2017. Funding and staffing Amendments to the original Agreement authorized by the City may be approved administratively by the Chandler City Manager or Police Chief (as designee) if said Amendment does not exceed ten percent of the original contract or immediately preceding contract year. All other Amendments by the City shall be approved by the City Council. All other Amendments to this Agreement must be approved by the District's Governing Board. The District may terminate this Agreement annually if the District Governing Board determines not to fund the services provided hereunder. Such determination shall be provided to the City by written notice no later than ninety (90) days prior to the end of each fiscal year. In addition, either party may notify the other party of its intent to terminate the Agreement no later than 90 days prior to the Agreement's termination date. 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.

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

CITY OF CHANDLER:

ATTEST:

MAYOR

CITY CLERK

MESA UNIFIED SCHOOL DISTRICT:

ATTEST:

Michael B. Cowan

Dr. Michael Cowan, Superintendent

APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed the above-referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Mesa Unified School District No. 4 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 _____, 2014.

Chandler City Attorney

APPROVAL OF ATTORNEY FOR MESA UNIFIED SCHOOL DISTRICT

I have reviewed the above referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Mesa Unified School District No. 4 and declare this Agreement to be in proper form and within the powers and authority granted to the Mesa Unified School District under the laws of the State of Arizona.

Dated this 10 day of Nov., 2014.

Attorney for Mesa Unified School District