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MEMORANDUM **Police Department – Memo No. 2008-016**

DATE: FEBRUARY 27, 2008

TO: MAYOR AND COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
SHERRY KIYLER, POLICE CHIEF

FROM: DAVID NEUMAN, ASSISTANT POLICE CHIEF

SUBJECT: RESOLUTION NUMBER 4100, AUTHORIZING AND APPROVING AMENDMENTS TO INTERGOVERNMENTAL AGREEMENTS (IGA) BETWEEN THE CITY OF CHANDLER AND CHANDLER UNIFIED SCHOOL DISTRICT NO. 80, KYRENE SCHOOL DISTRICT NO. 28, AND THE MESA PUBLIC SCHOOLS FOR THE ASSIGNMENT OF SCHOOL RESOURCE OFFICERS TO THEIR SCHOOL DISTRICTS

SUMMARY: The City entered into IGAs in FY 06-07 with the Chandler Unified School District No. 80 for five School Resource Officers and 1.875 School Safety Officers, the Kyrene School District for two School Resource Officers, and the Mesa Public Schools for one School Resource Officer. The City and school districts wish to amend the IGAs.

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. The existing IGAs will be amended to reflect FY 07-08 costs.

FINANCIAL IMPLICATIONS: The Safe Schools Program grant that the various school districts currently receive from the State is only funding 11 months of the 12-month officer salary and benefits cost for FY 07-08. Mesa Public Schools (MPS) agreed to split the remaining difference 50% with the City. The Chandler Unified School District (CUSD) and Kyrene School District (KSD) do not have funds available to split the remaining difference with the City in FY 07-08. Therefore, the City will pay for the shortfall of all three school districts for a total of $50,953.84.

Actual costs, reimbursements and projected shortfalls of SRO salary and benefits are listed below by school district:

School District	Actual Cost	School Reimbursement	Shortfall
a) CUSD – 5 SROs	$444,977.00	$407,896.00	$37,081.00
1.875 SSOs	$170,314.00	$170,314.00	$0.00
b) KSD – 2 SROs	$177,976.00	$167,489.66	$10,486.34
c) MPS – 1 SRO	$81,276.00	$77,889.50	$3,386.50*
	$874,543.00	$823,589.16	$50,953.84

*MPS split the difference 50% - this is the City's half of the shortfall.

RECOMMENDATION: That the Mayor and City Council approve the attached Resolution Number 4100.

PROPOSED MOTION: Move to approve City of Chandler Resolution No. 4100 authorizing and approving Amendments to 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.

DN:jm

4 Attachments:
1. Resolution No. 4100
2. Copy of Amendment and IGA with Chandler Unified School District No. 80
3. Copy of Amendment and IGA with Kyrene School District No. 28
4. Copy of Amendment and IGA with Mesa Public Schools

RESOLUTION NO. 4100

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

WHEREAS, Chandler Unified School District No. 80 wishes to amend their IGA with the City for five School Resource Officers and 1.875 School Safety Officers, the Kyrene School District wishes to amend their IGA with the City for two School Resource Officers, and the Mesa Public Schools wishes to amend their 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 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 _____ 2008.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4100 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of _____ 2008.

_____

CITY CLERK

APPROVED AS TO FORM:

MKI ACA

CITY ATTORNEY

CITY OF CHANDLER
2007-08 AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
DATED FEBRUARY 23, 2007

It is mutually agreed by and 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", that the INTERGOVERNMENTAL AGREEMENT for five School Resource Officers (SRO) and 1.875 School Safety Officers (SSO) dated February 23, 2007, is hereby amended as follows:

a. This agreement is to amend the agreed upon amounts for services for Fiscal Year (FY) 2007-08. The District will pay the City a total of $578,209 for FY 07-08 for SRO and SSO services, broken down as follows:
   - It is estimated that the "Safe Schools Program" grant will fund 11 months of actual SRO salary and benefits, or $407,896. Actual SRO salary and benefits is $444,977, resulting in a deficit of $37,081. The District will pay $407,896 for FY 07-08 and the City shall cover the difference.
   - The District will pay $170,314 for actual SSO salary and benefits for FY 07-08.
b. It is anticipated that grant shortfalls will continue in future fiscal years. In the event grant funds are not sufficient to cover the actual officer costs, future fiscal year grant shortfalls shall be split fifty percent paid to the City by the District.
c. All terms and conditions in the original Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names this _____ day of _____, 200___.

CITY OF CHANDLER:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

City Attorney

CHANDLER SCHOOL DISTRICT:

Dr. Camille Casteel, Superintendent

ATTEST:

APPROVED AS TO FORM:

CUSD Attorney

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is entered into this 23 day of February, 2007, 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 five School Resource Officers and 1.875 School Safety 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) 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 five School Resource Officers and 1.875 School Safety 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 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 five police officers as School Resource Officers to the District Schools Hamilton and Chandler High Schools and Bogle, Willis and Andersen Junior High Schools and assign 1.875 police officers as School Safety Officers to the District Schools Basha High School and San Tan 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.

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(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, 2006, for fiscal year 2006-2007 to pay the Chandler Police Department $583,631.00 towards the partial cost of salary, benefits, and equipment for five School Resource Officers and 1.875 School Safety Officers. The total actual salary and benefits amount for the 2006-2007 grant is $419,245.00 for five School Resource Officers, the total of which shall be reimbursed to the Chandler Police Department. The District will pay for the other 1.875 School Safety Officers out of the District's General Fund. The breakdown is as follows:

Salaries & ERE's – 5 grant SROs	$419,245.00
Salaries & ERE's – 1.875 SSOs	164,386.00
Total	$583,631.00

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 and Chandler High Schools and Bogle, Willis and Andersen Junior High Schools. The School Safety Officers shall be assigned to Basha High School and San Tan 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 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. 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 School District.

B. Finance and Budget:

1. As supported by the Grant documents, the Chandler School District has been awarded $423,837.00 to fund the "Safe Schools Program" for the 2006-2007 school year. Actual salary and benefit costs are $419,245.00 for five SROs. The grant monies are budgeted and are to be expended as follows:

Professional Services:	$419,245.00
Supplies:	$500.00
Other Expenses (travel/training):	$250.00

2. Payment for the aforementioned total allocated to the City ($419,245.00) for the original five officers' salary and benefits and $164,386.00 for 1.875 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 and Other Expenses will remain at the District. Only actual costs will be drawndown 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, 2007, and expended by September 30, 2007, shall be returned to the Arizona Department of Education.

4. In the event that this Agreement is terminated prior to June 30, 2007, 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.

3. This Agreement may be modified in writing at any time by mutual agreement of the parties hereto.

4. 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.

5. 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.

6. 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.

7. 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>:

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

<u>To the City</u>:

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.

8. 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.

9. 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.

10. 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.

11. The term of this Agreement is for a one (1) year period commencing on July 1, 2006 and terminating on June 30, 2007. Thereafter, this Agreement shall be annually extended automatically for four (4) one (1) year extension terms each year to reflect the amount negotiated by the parties unless either party notifies the other party ninety (90) days prior of its intention to terminate this Agreement, in which case this Agreement shall terminate upon the expiration date of the then current term. This Agreement shall also terminate automatically in the event funding is no longer available for the program described in this Agreement.

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

CITY OF CHANDLER:

MAYOR

ATTEST:

CITY CLERK

CITY OF CHANDLER CORPORATE SEAL ARIZONA

CHANDLER SCHOOL DISTRICT:

Dr. Camille Casteel, Superintendent
12/21/06

ATTEST:

12-21-06

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 23rd day of February, 2006.

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 12th day of December, 2006.

Attorney for Chandler School District

CITY OF CHANDLER
2007-08 AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
DATED JANUARY 23, 2007

It is mutually agreed by and between the City of Chandler, Arizona, a municipal corporation, herein referred to as "City", and the Kyrene School District No. 28, a political subdivision of the State of Arizona, herein referred to as "The District", that the INTERGOVERNMENTAL AGREEMENT for two School Resource Officers (SRO) dated January 23, 2007, is hereby amended as follows:

a. This agreement is to amend the agreed upon amounts for services for Fiscal Year (FY) 2007-08. The District will pay the City a total of $167,489.66 for FY 07-08 for SRO services. It is estimated that the "Safe Schools Program" grant will fund 11 months of actual SRO salary and benefits, or $167,489.66. Actual SRO salary and benefits is $177,976, resulting in a deficit of $10,486.34. The District will pay $167,489.66 for FY 07-08 and the City shall cover the difference.
b. All terms and conditions in the original Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names this _____ day of _ _____, 200__.

CITY OF CHANDLER:

ATTEST:

_____ MAYOR

_____ CITY CLERK

APPROVED AS TO FORM:

MH, ACA
City Attorney

KYRENE SCHOOL DISTRICT:

ATTEST:

Sue Knudson, Governing Board President

_____

APPROVED AS TO FORM:

Janis Merrill
KSD Attorney

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is entered into this 23 day of January, 2007, between the City of Chandler, Arizona, a municipal corporation, herein referred to as "City", and the Kyrene School District No. 28, a political subdivision of the State of Arizona, herein referred to as "The 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 The 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 The District wish to enter into an agreement for the assignment of two 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 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 two police officers as School Resource Officers 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 SRO 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 and the Kyrene School District.

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(e) The School Resource Officers 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. **THE DISTRICT AGREES:**

~~(a)~~ Effective July 1, 2006 for Fiscal Year 2006-2007 to pay the Chandler Police Department $175,803.00 towards the partial cost of salary and benefits for two (2) School Resource Officers. This amount shall be divided into four equal portions and paid on a quarterly basis. In the event grant funds are not sufficient to cover the actual cost of the officers, both parties agree to be responsible for fifty percent (50%) of the difference.

(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 and the Kyrene School District.

(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, 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

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 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. 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", D.A.R.E., G.R.E.A.T., 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 Kyrene School District.

B. Finance and Budget

1. As supported by the Grant documents, the Kyrene School District has been awarded $175,803 to fund the "Safe Schools Program" for the 2006-2007 school year.

Profession Services:	$175,803.00
Supplies:	$400.00
Other Expenses (travel/training):	$100.00

2. Upon receipt of the funds from the Department of Education, the District will transfer monies to the Board to be budgeted and allocated as follows:

   a. District Payment to Board in the amount of $175,803.00, which is to be dispersed by the Board for salary and employee related expenses.

   b. Remaining monies in the amount of $500.00 are to be utilized for training, equipment, and curriculum supplies as determined by District in consultation with the City.

3. Payment for the aforementioned total ($175,803.00) will be distributed over the remaining portion of the school year, and paid only upon receipt of an invoice from the City.

4. 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 Board shall be handled and accounted for in accordance with the regular operating procedures established by the Board. Any interest earned on these monies while in the possession of Board shall accrue to the Board and may be used by Board for the "Safe Schools Program."

3. Funds unencumbered as of June 30, 2007, and unexpended as of July 31, 2007, shall be transmitted to the District for reversion no later than August 31, 2007.

4. In the event that this Agreement is terminated prior to June 30, 2007, all unexpended funds in the possession of the Board 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.

3. This Agreement may be modified in writing at any time by mutual agreement of the parties hereto.

4. 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.

5. 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.

6. 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.

7. 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

<u>To the City</u>:

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.

8. 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.

9. 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.

10. 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.

11. The term of this Agreement is for a one (1) year period commencing on July 1, 2006 and terminating on June 30, 2007. Thereafter, this Agreement shall be annually extended automatically for four (4) one (1) year extension terms unless either party notifies the other party ninety (90) days prior of its intention to terminate this Agreement, in which case this Agreement shall terminate upon the expiration date of the then current term. This Agreement shall also terminate automatically in the event funding is no longer available for the program described in this Agreement.

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

CITY OF CHANDLER:

MAYOR

ATTEST:

CITY CLERK

CITY OF CHANDLER CORPORATE SEAL ARIZONA

KYRENE SCHOOL DISTRICT:

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 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 26th day of December, 2006.

Chandler City Attorney

APPROVAL OF ATTORNEY FOR KYRENE SCHOOL DISTRICT

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

Dated this 18 day of December, 2006.

Attorney for Kyrene School District

CITY OF CHANDLER
2007-08 AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
DATED NOVEMBER 28, 2006

It is mutually agreed by and between the City of Chandler, Arizona, a municipal corporation, herein referred to as "City", and the Mesa School District No. 28, a political subdivision of the State of Arizona, herein referred to as "The District", that the INTERGOVERNMENTAL AGREEMENT for one School Resource Officer (SRO) dated November 28, 2006, is hereby amended as follows:

a. This agreement is to amend the agreed upon amounts for services for Fiscal Year (FY) 2007-08. The District will pay the City a total of $77,889.50 for FY 07-08 for SRO services. It is estimated that the "Safe Schools Program" grant will fund 11 months of actual SRO salary and benefits, or $74,503. Actual SRO salary and benefits is $81,276, resulting in a deficit of $6,773. The District agrees to split the deficit by fifty percent with the City.
b. It is anticipated that grant shortfalls will continue in future fiscal years. In the event grant funds are not sufficient to cover the actual officer costs, future fiscal year grant shortfalls shall be split fifty percent paid to the City by the District.
c. All terms and conditions in the original Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names this 14th day of November, 2007.

CITY OF CHANDLER:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

MM, ACA
City Attorney

MESA SCHOOL DISTRICT:

ATTEST:

Debra Duvall
Dr. Debra Duvall, Superintendent

Carolyn L Grady

APPROVED AS TO FORM:

Tom Price
MSD Attorney

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is entered into this 28th day of November, 2006, between the City of Chandler, Arizona, a municipal corporation, herein referred to as "City", and the Mesa Public Schools, 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 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 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 a police officer as School Resource Officers to the District School of Hendrix Junior High School.

   (b) The Officer 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 School District.

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(e) The School Resource Officer 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. **THE DISTRICT AGREES:**

(a) Effective July 1, 2006 for fiscal year 2006-2007 to pay the Chandler Police Department $71,044.00 towards the partial cost of salary, benefits and equipment for one (1) School Resource Officer. This amount shall be divided into four equal portions and paid on a quarterly basis.

(b) The School Resource Officers shall be assigned to Hendrix 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 and the Mesa School District.

(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, 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

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 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. 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", D.A.R.E., G.R.E.A.T., 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 Mesa School District.

B. Finance and Budget

1. As supported by the Grant documents, the Mesa School District has been awarded $951,626.00 to fund the "Safe Schools Program" for the 2006-2007 school year. Actual salary and benefit costs are $71,044.00 for one SRO. The monies are budgeted and are to be expended as follows:

Profession Services:	$71,044.00
Supplies:	$100.00
Other Expenses (travel/training):	$50.00

2. Upon receipt of the funds from the Department of Education, the District will transfer monies to the Board to be budgeted and allocated as follows:

   a. District Payment to the City in the amount of $71,044.00, which is to be dispersed by the City for salary and employee related expenses.

   b. Remaining monies in the amount of $150.00 are to be utilized for training, equipment, and curriculum supplies as determined by District in consultation with the City.

3. Payment for the aforementioned total allocated to the City for salary and benefits ($71,044.00) will be distributed over the remaining portion of the school year, and paid only upon receipt of an invoice from the City.

4. 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 Board shall be handled and accounted for in accordance with the regular operating procedures established by the Board. Any interest earned on these monies while in the possession of Board shall accrue to the Board and may be used by Board for the "Safe Schools Program."

3. Funds unencumbered as of June 30, 2007, and unexpended as of July 31, 2007, shall be transmitted to the District for reversion no later than August 31, 2007.

4. In the event that this Agreement is terminated prior to June 30, 2007, all unexpended funds in the possession of the Board 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.

3. This Agreement may be modified in writing at any time by mutual agreement of the parties hereto.

4. 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.

5. 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.

6. 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.

7. 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 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.

8. 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.

9. 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.

10. 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.

11. The term of this Agreement is for a one (1) year period commencing on July 1, 2006 and terminating on June 30, 2007. Thereafter, this Agreement shall be annually extended automatically for four (4) one (1) year extension terms unless (i) the parties are unable to agree upon the amount necessary to fund the Agreement for the following fiscal year, or (ii) either party gives notice of its intent to terminate the Agreement not less than ninety (90) days prior to the end of the then-current term, in which case the Agreement shall terminate at the end of the then-current term. This Agreement shall also terminate automatically in the event funding is no longer available for the program described in this Agreement.

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

CITY OF CHANDLER:

MAYOR

ATTEST:

CITY CLERK

CITY OF CHANDLER CORPORATE SEAL ARIZONA

MESA SCHOOL DISTRICT:

Dr. Debra Duvall, Superintendent

ATTEST:

APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed the above-referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Mesa 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 23rd day of February, 2007.

Chandler City Attorney

APPROVAL OF ATTORNEY FOR MESA SCHOOL DISTRICT

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

Dated this 20 day of November, 2006.

Attorney for Mesa School District