

**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 _____, 20____, between the City of Chandler, Arizona, a municipal corporation, herein referred to as ("City"), and the Kyrene Elementary 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 (SROs) on the terms and conditions herein stated. (City and District are referred to herein individually as a "Party" and collectively as the "Parties.")

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 City and District desire to enter into an agreement whereby the City will provide sworn, certified police officers to provide SRO services during the 2020-2023 school years; and

WHEREAS, the District has funding through a grant ("Grant") from the Arizona Department of Education School Safety Program ("Program") to fund the two SROs to be assigned to Aprende and Pueblo Middle Schools; and

WHEREAS, the City is 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.; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to A.R.S. §§ 15-342 and 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) For the 2020-2023 school years, to assign a total of two police officers who will act as School Resource Officers at District Schools as follows:

1. There will be two SROs assigned to 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) The City agrees to involve the District in the screening of officers for SRO positions. This process will include allowing a District representative to be on the initial selection committee.
- (i) The SROs shall comply with District policies and expectations as to interviews with students. District or school administration shall inform SROs of the District policies and expectations.
- (j) 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 is eligible for funding.

2. THE DISTRICT AGREES:

- (a) Effective July 1, 2020, for fiscal year 2020-2021 to pay the Chandler Police Department \$209,532.00 towards the partial cost of salary, benefits, and equipment for two grant-funded School Resource Officers. The total actual salary and benefits amount for both officers is \$209,532.00. It is estimated that the "Safe Schools Program" grant will fund \$209,532.00 and the District will fund fifty percent of the difference between grant and actual SRO salary

and benefits totaling \$0.00 for a total payment of \$209,532.00. 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 SROs shall be under the operational control of the Chandler Police Department according to Chandler Police General Orders.
- (d) The SROs 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.
- (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 school curriculum in the event grant funding is no longer available.

3. THE ROLE OF A SCHOOL RESOURCE OFFICER:

The successful implementation and continuation of the SRO program is primarily dependent on the performance and realization of the SRO's various roles. The SRO serves as a Mentor/Role Model, Teacher/Educator, Liaison and Law Enforcement Officer.

A. Mentor or "Role Model":

- 1. Prevention 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 students, her or she has the unique opportunity to form lasting impressions and attitudes with an emphasis on building positive relationships.
- 2. The SRO shall set an example by positively modeling how to handle stress, resolve conflicts, and celebrate successes.

3. The SRO shall encourage responsibility by helping students think through options and consequences of decisions.
4. The SRO shall foster positive relationships with all students and school community members in a manner that promotes a positive image of law enforcement.
5. The SRO shall serve as a protective factor for students by conducting themselves as a neutral approachable adult, positive representative of authority, and community resource member.

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 and provide evidence-based curriculum, consistent with Arizona Department of Education academic standards.
3. The instruction should impact a priority focus, identified through a needs assessment, targeted or designed to deal with certain issues or problems facing the school, staff, and/or students.
4. The SRO will participate in needs assessments facilitated by school administration within an identified multidisciplinary safety team.

C. Liaison:

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, and the Chandler Police Department.

D. Law Enforcement Officer:

1. When necessary the SRO has the authority to intervene as a law-enforcement officer. Once order is restored, the SRO's other roles as a mentor and educator are the more typical day to day responsibilities.
2. The SRO collaborates with school personnel on school-wide safety strategies (e.g. staff trainings, emergency response planning, needs assessments, and prevention programs).
3. The SRO's role as a Law Enforcement Officer should not be used for intimidation or as part of the disciplinary process.
4. When enforcement action is taken, the SRO will consider Procedural Justice Principles and the importance of positive preventative follow up relationship building after an event for all parties involved.

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. SROs 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 encourage students to follow school policy. The SRO shall not replace a staff member in enforcing school policies. The SRO 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 (DCS, probation, other police jurisdictions, etc.)
 - d. Assist school officials in the enforcement of the truancy laws but shall not replace district or site truancy personnel.

- 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 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 to assist in continual improvement of the School Safety Response 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. “Silent witness” program
 - d. 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. Evidence based interactive teaching strategies, as identified through the Arizona School Safety Program.
- 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. 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.
 - E. Some or all the schools where SROs are assigned have security cameras on the campuses. SROs shall have access to the video from those cameras for legitimate law enforcement or District purposes.
 - F. If the SROs are equipped with and use body-worn cameras (BWCs), the BWCs shall only be activated when the SRO is involved in law enforcement action, or when otherwise determined necessary by the SRO. In their use of BWCs, the SROs shall comply with all Arizona laws and Chandler Police Department policies. All footage resulting from the SROs use of BWC is the property of the Chandler Police Department, and shall not be maintained by the District.
 - G. SROs have access to the District School Information System, ParentVue. SROs shall access ParentVue only as to students at the school to which they are assigned, and only for purposes related to their role as an SRO.

6. GRANT MANAGEMENT:

- A. All funds, or grant money, shall be managed and disbursed by the Kyrene Elementary School District.
- B. Finance and Budget

1. As supported by the Grant documents, the Kyrene Elementary School District has been awarded \$228,176.00 to fund the "Safe Schools Program" for the 2020-2021 school year. The grant monies are budgeted and are to be expended as follows:

<i>Professional Services:</i>	\$227,976.00
<i>Supplies:</i>	\$200.00

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 unencumbered and unexpended by the end of the fiscal year, shall be transmitted to the District for reversion no later than September 30th 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 Arizona Department of Education within thirty (30) days of such termination.

7. GENERAL PROVISIONS:

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

C. Budget. 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. Non-Discrimination. 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. 2009-09, 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. Conflict of Interest. 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. Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.
- G. Notice. Any notice required or permitted under the terms of this Agreement shall be in writing and may be delivered personally or served by certified mail, return receipt requested, postage prepaid, addressed as follows:

To the District:

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

To the City:

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

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

- H. Governing Law. 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.
- I. Severability. 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.
- J. Entire Agreement. 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.
- K. Duration/Termination. The term of this Agreement is for a three (3) year period commencing on July 1, 2020 and terminating on June 30, 2023. 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.
- L. E-Verify. 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.

- M. Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation.

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

KYRENE ELEMENTARY SCHOOL DISTRICT NO. 28 OF MARICOPA COUNTY:

ATTEST:

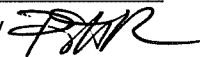
Governing Board President

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 _____, 2021.

Chandler City Attorney



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

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

Dated this ____ day of _____, 2021.

Attorney for Kyrene Elementary School