

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE DYSART UNIFIED SCHOOL
DISTRICT NO. 89 OF MARICOPA COUNTY AND THE CITY OF EL MIRAGE, ARIZONA**

The City of El Mirage ("El Mirage") and the Dysart Unified School District No. 89 ("District") enter into this Agreement for placement of School Resource Officers ("SROs") in the Dysart Unified School District in certain schools within the City of El Mirage. ("Agreement").

RECITALS

WHEREAS, the District has funding through the School Safety Program ("SSP") Grant from the Arizona Department of Education for the purpose of placing School Resource Officers ("SROs") on school grounds to contribute to safer school environments that are conducive to teaching and learning. SSP funded officers provide certain services and the City is willing to assign police officers to the District for such purposes in accordance with A.R.S. § 15-154, the most current School Safety Program Guidance Manual, and this Agreement; and

WHEREAS, the District is authorized by A.R.S § 15-342(13), A.R.S § 11-952, and the approval of its governing board to enter into this Agreement and the City is authorized by A.R.S § 11-952, and the approval of its City Council to enter into this Agreement; and

NOW, THEREFORE, In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Assignment

- A. The City (if staffing allows) shall assign a total of two (2) police officers to the District one (1) week prior to the commencement of the school year until one (1) week following the end of that school year as police department staffing allows to perform services as follows:

Two (2) School Resource Officers assigned to the School Safety Program only to the following Schools (if staffing allows):

- Dysart High School
- Thompson Ranch Elementary School

2. Term and Termination

- A. This Agreement shall commence one week before the start of the school year, July 30, 2026, and shall continue until one week after the end of the school year, June 3, 2027, unless otherwise terminated in accordance with this Agreement. This Agreement may be terminated without cause by either party upon thirty (30) days' prior written notice.
- B. Dysart Unified School District's participation in this Agreement is subject to receiving funds from the School Safety Program Grant through the Arizona Department of Education. In the event sufficient funds are not received from the Grant or sufficient appropriations and authorization are not approved by the Dysart Unified School District Governing Board, or if the Arizona Department of Education revokes authorization or appropriation of the Grant or the Dysart Unified School District Governing Board revokes authorization or appropriation at

any time, this Agreement shall terminate upon Dysart Unified School District's written notice to the City. The City shall accept Dysart Unified School District's decision about sufficient appropriations and authorization, which shall be final.

3. Relationship of Parties

- A. The City shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement. The parties agree that no person supplied by the District to accomplish the goals of this Agreement is a City employee and that no rights under the City's civil service, retirement, or personnel rules accrue to such person.
- B. The SROs assigned to the District shall be considered employees of the City and shall be subject to its control and supervision. The El Mirage Police Department police officers assigned as SROs will be subject to current procedures in effect for El Mirage Police Department police officers, including but not limited to attendance to all mandated training and testing to maintain state peace officer certification. The assigned SROs shall fulfill their duties as law enforcement officers as certified by Arizona Police Officers Standards and Training Bureau ("AZ POST"). The District shall not interfere with the assigned SROs' duties as sworn law enforcement officers.
- C. The City understands that the District is responsible for the safety of students on campus during the school day. If the District receives information indicating that any police officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct, the District will immediately provide such information to the City. If the City receives information from any credible source indicating that any police officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct that would affect the officer's ability to safely and/or professionally perform duties for the District, the City will immediately provide such information to the District to the extent allowed by state law and city policy.
- D. If any alleged unprofessional, illegal, or immoral conduct might affect the police officer's ability to safely and/or professionally perform duties for the District, the City will immediately remove the officer from the District and reassign the officer in accordance with City policies and procedures to allow the City to investigate the allegations. The City agrees to assign a replacement officer to provide services to the District under this Agreement if staffing permits. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been previously removed from the District because of allegations of unprofessional, illegal, or immoral conduct.
- E. The City shall be responsible for the police officer's compensation on days schools are in session and the officer is not at the officer's assigned school unless the officer's absence is due to attendance at an off campus activity at the school's

request, activity stemming from action taken by the officer while in service of the District, including attendance at Court, or if the officer is working an alternative work schedule as agreed upon by the City and the District.

4. Costs and Payment

- A. The City will bill each month the lesser of 1/10th of the total amount of funding that the District has secured from the School Safety Program and budgeted for each school, or the assigned officer's actual monthly salary and benefits, provided that the SRO is participating in on-campus approved activities at least 80% of the cumulative time that school is in session. The total amount billed is not to exceed \$365,400.

Any overtime, extracurricular assignments, after-hours events, off-duty details or other services performed outside the officer's normal assigned schedule shall become the financial responsibility of the District and shall be billed in accordance with Section 4(B) of this Agreement.

- B. SROs must seek approval from the Principal, or the Principal's Designee, and the appropriate El Mirage Police Department SRO supervisor before working on SRO-related overtime (*i.e.*, those matters pertaining to the school, its students, or its employees). The SRO and City shall make every reasonable effort to ensure that SROs do not incur overtime costs in any given week. Should overtime be approved:
1. The City shall pay one hundred percent (100%) of any overtime and employer related expenses on SRO criminal-related incidents (e.g., those matters pertaining to the school, students, or employees)
 2. The City shall pay one hundred percent (100%) of any SRO overtime and employer related expenses that result from City-related activities (*i.e.*, those matters that do not involve the school, its students, or its employees).
 3. If an assigned SRO is asked and able to fulfill a school-related off-duty or extra-curricular request, the District shall be billed and shall reimburse the City for one hundred percent (100%) of the SRO overtime and employer related expenses.
 4. If an assigned SRO is unable to fulfill a school related off-duty or extra-curricular request, the District shall independently hire and pay one hundred percent (100%) of off-duty police related expenses for extracurricular school activities outside of the normal SRO job function (e.g. sporting events, dances, or other school functions) through the Off Duty Management System for staffing
- C. Payment to the City from the District is due within thirty (30) days of the District's receipt of a monthly itemized invoice
- D. Payments shall be made payable to the City of El Mirage and mailed to the City at the address provided or as otherwise requested.

5. Compliance with the School Safety Program

A. School Safety Program School Resource Officer Duties and Responsibilities

1. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the most current School Safety Program Guidance Manual.
2. Each party agrees to assume the roles and responsibilities assigned to that party by the most current School Safety Program Guidance Manual.
3. An officer assigned to the School Safety Program shall perform duties and activities within the three roles listed in the most current School Safety Program Guidance Manual:

Role #1) Law Enforcement Specialist

The Law enforcement specialists will act with the full authority of a law enforcement officer to provide safety and security by providing services such as:

- Investigate law violations
- Crime prevention
- Emergency Preparedness
- Risk & vulnerability assessment
- Threat assessments
- Crisis intervention
- First aid/CPR
- De-escalation
- Collaboration with local law enforcement
- Referrals for court, community resources, DCS
- Safety consultations
- Prevention training/lessons
- Community Policing
- Uniform and equipment

Role #2) Law-Related Educator

Law-Related Education ("LRE") is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. The SSAPT uses the needs assessment data and priority focus areas to determine which LRE instruction will address those priority focus areas. Officers provide LRE instruction in three ways:

1. Universal LRE
2. Cohort LRE
3. Community/Teacher LRE

Role #3) Positive Role Model/Mentor

As a positive role model for students and the school community, the SRO

*should be a role model for rules and expectations of individuals on school campuses. Reinforce and praise students who are meeting those expectations. *Rules and expectations may come up in your LRE Lessons or Character Education Lessons.*

- Be visible and approachable
- Build relationships
- Be an informal counselor or mentor
- Encourage responsibility
- Teach skills to build students' character and social skills

B. An officer assigned to the School Safety Program shall be responsible for other requirements indicated in the most current School Safety Program Guidance Manual such as:

1. Maintaining an activity log that tracks the activities the officer provides within the three roles (Law Enforcement Specialist, Law-Related Educator, Positive Role Model/Mentor), other services the officer provides, and tracks the officer's time on campus.
2. Attend annual training provided by the Arizona Department of Education and the Arizona Foundation for Legal Services and Education.
3. As a member of the School Safety Program Team, the officer will collaborate with school personnel on school-wide safety strategies.

C. School Safety Program School Administrator Responsibilities

1. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the most current School Safety Program Guidance Manual.
2. Each party agrees to assume the roles and responsibilities assigned to that party by the most current School Safety Program Guidance Manual.
3. The school and administrators shall be responsible for implementing the School Safety Program as required in the most current School Safety Program Guidance Manual and support the officer by:
 - The parties agree that School Administration is solely responsible for student disciplinary matters.
 - The school shall conduct investigations of incidents for which suspension or expulsion may be considered under [SCHOOL DISTRICT]'s Code of Student Conduct, including the responsibility to consult with the appropriate agencies in situations where crime is involved, as required by law.
 - The school must ensure compliance with applicable state and federal laws such as the IDEA, FERPA, mandatory reporting laws, etc.
 - The school must ensure they provide the officer with training, documentation, and expectations for the District's policies and procedures in areas that affect the SRO such as discipline, special education, emergency operation plans, etc.

- The school shall notify the officer of any special needs of students in order to assist the officer in recognizing and accommodating behaviors that may be manifestations of the student's disability.

D. School Safety Program School District Responsibilities

1. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the most current School Safety Program Guidance Manual.
2. Each party agrees to assume the roles and responsibilities assigned to that party by the most current School Safety Program Guidance Manual.
3. The District will provide the police officers with access to an office at the officers' assigned school and access to supplies to fulfill their duties such as:
 - Access to equipment and office supplies as is necessary for performance of the officers' duties, including a desk, chair, telephone, computer
 - District e-mail address
 - Secured filing space (only accessible to the officer)
 - A copy of the IGA
 - A copy of the District or Charter's Student/Parent Handbook
 - A copy of the District or Charter's Student Code of Conduct
 - A copy of the School's Master Schedule (as appropriate)
 - A copy of the District or Charter's school calendar
 - School Organizational Chart with Contact Information
 - If available, secured wall locker (only accessible to the officer)
 - If available, Radio/walkie-talkie for two-way communication with officer/administration
 - Access Control:
 - a. Camera Access
 - b. Master Key Access/Alarm System Access or Codes
 - Access to student records as needed (compliant with FERPA)
 - Emergency Operations Plans

E. City of El Mirage Responsibilities

1. Participate in the development, review, and revision of the Intergovernmental Agreement.
2. Submit monthly invoices to the District and billing will be conducted in accordance with Section 4 of this Agreement.
3. The City will strive to ensure that the officer is participating in an approved activity 100% of the time that school is in session. However, according to the most current School Safety Manual, the City will bill each month if the officer has spent at least 80% of the cumulative time that school is in session participating in on-campus approved activities. For example: if

school is in session for 180 days during the school year, the SRO must be participating in an on-campus approved activity at least 144 days. A full day is defined as the officer working 4 or more hours on approved activities.

4. Approved activities are defined as:
 - a. Time on campus; or
 - b. Time off campus related to the SRO program – specifically, attending mandatory SSP training, student home visits, off campus yet school related activities, and required training to maintain AZ Post License.
 5. The District acknowledges that paid leave (Paid sick time or Paid Time Off) is not considered SSP program activity; however, such leave is a standard component of compensation and is included in the total cost of services under this Agreement.
 6. The City will provide a summary sheet with each month's invoicing that shows the officer's attendance according to City records as evidence that the officer has participated in on-campus approved activities at least 80% of the cumulative school year. The summary sheet will be in the form of the attached Exhibit A.
 7. In the event that an assigned SRO vacates their assignment for any reason, the replacement of that SRO shall be contingent upon the law enforcement agency's staffing availability, as determined in its sole discretion. If sufficient staffing is not available to fill the SRO position, the District acknowledges and agrees that the SRO assignment shall be discontinued, and the campus shall transition to a School Safety Officer (SSO) model or other alternative security arrangement as determined by the District.
- F. Upon termination, all property or equipment used by the parties in the performance of their responsibilities under this Agreement shall remain the property of the party that purchased the property or equipment.

6. Time and Place of Performance

- A. The City will strive to ensure that the police officers assigned to the District as SROs will participate in an approved activity 100% of the time that school is in session. The parties agree that officers assigned to the School Safety Program will serve a **ten (10) month**, full-time, assignment. The assigned officers will wear uniforms as authorized by the applicable El Mirage Police Department Operations Orders.
- B. The officers' activities will be primarily performed at their assigned school grounds

except for:

1. Home visits when needed as a result of school-related problems.
2. In response to off campus, but school related, criminal activity.
3. Attendance at off-campus events or meetings in accordance with the SSP requirements.
4. Attendance at SSP training.
5. In response to emergency police activities in close proximity to the school.

C. Pursuant to the IGA, when school is not in session, the police officers assigned shall return to their law enforcement agency functions.

7. Status Meetings

By mutual agreement, the parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement. All amendments to this Agreement must be in writing and approved by the City of El Mirage Legal Department.

8. Entire Agreement; Modification

This Agreement constitutes the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both parties.

9. Notices

Formal notices, demands and communication between the City and the District shall be deemed sufficiently given if hand delivered or dispatched by registered or certified mail, return receipt requested, postage prepaid, or transmitted by electronic mail as set forth below and addressed as follows:

DISTRICT:

Attn: Jason Yeager and/or Patrice Davis
15802 N. Parkview Place
Surprise, AZ 85374

Jason.yeager@dysart.org

Patrice.baker@dysart.org

Electronic Notice Requirements. Notice transmitted by electronic mail shall be deemed effective upon transmission provided that the sending party receives written acknowledgment (which may include a reply email) from the receiving party confirming receipt. If such acknowledgment is not received within one (1) business week, the sending party shall resend the notice or provide notice by another permitted method set

forth herein.

10. Fingerprinting and Background Check

The City represents and warrants that it will ensure that each officer assigned to perform services on District property pursuant to this Agreement will be fingerprinted and successfully complete a background check performed by the City before such assignment.

11. Legal Worker Requirements

The parties warrant their respective compliance with all federal immigration laws and regulations relating to their respective employees and each party respectively warrants its respective compliance with Arizona Revised Statutes § 23-214, subsection A. Any breach of the warranties under this paragraph will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

12. Resolution of Disputes

In the event a dispute for any reason arises and pursuant to A.R.S. § 15-154(F), the parties shall meet and discuss within three (3) business days. Any dispute not resolved by mutual agreement of the parties shall be decided in accordance with the applicable Arizona laws, including, if there is a dispute, which is the subject of mandatory arbitration provisions of A.R.S. § 12-133, the parties shall submit the matter to binding arbitration in compliance with A.R.S. § 12-1518.

13. Cancellation

The City and the District acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. § 38-511.

14. Nonappropriation

Each party recognizes that the performance by either party under this Agreement may be dependent upon the appropriation of funds to or by that party. Should either party fail to appropriate the necessary funds, that party may terminate this Agreement as stated herein without further duty or obligation. Each party agrees to give notice to the other party as soon as reasonably possible after the unavailability of funds comes to the party's attention.

15. Compliance with Applicable Laws

Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referenced in this Agreement.

16. Indemnification

Each party (as "Indemnitor") agrees to the extent permissible under Arizona law to

indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

17. Workers' Compensation

An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

18. FERPA Compliance

Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

19. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

20. Public Record

Parties acknowledge, accept, and agrees that both Parties are subject to the Arizona Open Meeting Law, Arizona Revised Statutes (A.R.S.) §§ 38-431 through 38-431.09 and the Arizona Public Records Act, A.R.S. §§ 39-121 through 39-161, as amended from time to time. Information provided may be subject to public record requests and may be disclosed and preserved as a public record when it is made or received by a governmental agency in pursuance of law or in connection with the transaction of public business and preserved by the agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of government.

21. No Israel Boycott

The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

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SIGNATURES FOLLOW

The Parties have caused this Agreement to be executed on the dates indicated below.

City of El Mirage, Alexis Hermosillo,
Mayor

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

El Mirage City Attorney

Dysart Unified School District, John
Croteau, Superintendent

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

DUSD Attorney