

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").

Background

- A. The parties are authorized to enter into this Agreement under Arizona Revised Statutes § 11-952. The District is authorized to enter into this Agreement under A.R.S. § 15-342. The City of El Mirage is authorized to enter into this Agreement under A.R.S. § 41-2632, as well as other statutes and regulations and the ordinances of the City of El Mirage.
- B. The purpose of this Agreement is to endorse, support, and extend the existing alliance between the students, faculty, staff, and administrators of the Dysart Unified School District ("District"), individual schools and classrooms and the families they represent, with the City of El Mirage Police Department.
- C. The District and the City of El Mirage desire to meet the goals and objectives of providing a safe school campus which include:

Goal 1: The school safety goals and expectations contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning.

Objective 1: Staff feels that the school is safe, and administration supports and monitors the consistency of actions/strategies/policies that will improve or maintain that feeling of safety,

Objective 2: Students feel that the school is safe. They feel free from the threat of physical harm and verbal abuse. They feel they have an adult to go to with their safety concerns, and they feel their concerns are taken seriously and addressed.

Objective 3: Staff and students have a positive view of the School Resource Officer.

Goal 2: To provide students with safety and legal information that promotes a safe, orderly environment, and good citizenship.

- D. Expectations of the partnership include:
 - 1. Regular, open, and timely communication between all parties, to include SRO, school Principal, staff and teachers, District personnel, and Police Department supervisors.
 - 2. Reasonable levels of accommodation for and by all parties.

3. Minimum commitment to school of one year by each SRO.
4. Availability of SRO at all times when students are on the campus unless precluded by
 - a. court appointment, or,
 - b. emergency within the Police Department or court system,
 - c. non-school related responsibilities which prevent the SRO from providing regular SRO duties,
5. Availability of the SRO for 10 months per year.

Agreement

The District and the City of El Mirage desire to work in cooperation with each other to further the safety goals and expectations of the Dysart Unified School District High Schools and Middle Schools and select Elementary campuses. The City of El Mirage, through this Agreement, will assign one school resource officer to Dysart High School and Dysart Middle School, and provide an SRO to Riverview Elementary, and Thompson Ranch Elementary if future staffing allows, within the City of El Mirage to perform the services listed herein. Therefore, in consideration of the mutual promises and undertaking contained herein, the parties agree as follows:

- A. Duration of this Agreement shall be effective on approval of each party's governing board for a time period to commence on July 28, 2023 and conclude on May 29, 2024.
- B. Responsibilities of the District:**

Duties of the Superintendent (or designee):

1. Prepare annual Intergovernmental Agreement, based on agreed-upon purpose, expectations, and responsibilities of the District and local Police Departments.
2. Serve as primary liaison between (a) SRO supervisors and the Police Departments, and (b) the participating schools.
3. Remit payment to the City of El Mirage within thirty (30) days of receipt of invoice from the SRO Supervisor to pay the SRO salaries and benefits for a ten (10) month period.

Duties of the School Principal:

4. Support and communicate the school safety goals and expectations to all staff, students, and parents on the campus.
5. Guide the SRO with guidance from El Mirage PD on protocol regarding which issues should be handled by school personnel and which require the involvement of the SRO.

6. Provide office space, access to telephone, fax, computer, and copier for the officer.
7. Develop a collaborative relationship with the SRO while allowing the officer to function independently and within legal parameters.
8. Be involved in the selection process of the school's SRO,
9. Review the school's EOP and staff expectations with the SRO.
10. Monitor safety data and meet with the SRO on a regular basis.
11. Remain responsible for any school policy violations.
12. Provide input to the SRO supervisor for an annual performance evaluation.

Duties of the Classroom Teacher:

13. Support and communicate information about the school safety goals and expectations in the classroom and to students and parents.
14. Work through the building principal before involving the SRO in legal issues.

C. Responsibilities of the City of El Mirage

1. Continue to provide an SRO at Dysart High School and Dysart Middle School. If future staffing allows, provide an SRO at Riverview Elementary School and Thompson Ranch Elementary School within the City of El Mirage.

Duties of the SRO:

2. SRO should serve as a law enforcement/public safety specialist to
 - a. Assist the school administration to control order on the campus;
 - b. Intervene when conduct violates the law (in the case of a student, SRO should be backup to an arrest rather than the principal officer);
 - c. Work with school and district administrators to ensure timely and uniform reporting of criminal activities.
3. SRO should additionally:
 - a. Work as a team with any SRO or Probation Officer (PO) on the same campus;
 - b. Document presence on campus and advise the school principal or designee directly if
 - I. absent from the campus for the day,
 - II. emergency within the Police Department or court system requires leaving the school campus during the day, or
 - III. non-school related responsibilities prevent regular SRO duties for any reason.
 - i. Attend both staff and parent/community meetings as requested;

- ii. Serve on the Safety Committee.
- iii. Build a positive relationship with students, parents, and school staff.
- iv. Serve as a positive role model by
 - setting clear limits to students about acceptable and unacceptable behaviors and the rewards of the former
 - setting an example by modeling how to handle stress, resolve conflicts, be a friend, etc.
 - encouraging students to take responsibility for their actions, and
 - showing respect for administrators, teachers and staff

Duties of the SRO Supervisor:

- 4. Communicate regularly with site and district administration.
 - 5. Submit monthly invoices to the District consistent with agreed upon expenditures for salary and benefit costs, documenting as needed by parties.
 - 6. Participate in the development, review, and revision of the Intergovernmental Agreement.
 - 7. Contact the school principal and district liaison if the SRO will be replaced and initiate the hiring procedure for a new officer.
 - 8. Meet with school Principal - if necessary to review SRO performance.
 - 9. Review and update qualifications for SRO.
 - 10. Provide SRO candidates to Principal and District for interviews and input regarding hiring and other placement decisions.
 - 11. Replace SRO upon the recommendation of the Principal and District.
 - 12. Work with the Superintendent or designee to communicate any concerns or problems on behalf of an SRO.
- D. Termination
- 1. Either party may terminate this Agreement if funds for the program become unavailable.
 - 2. Either party may terminate this Agreement, for convenience or cause, upon five (5) working days prior written notice to the other party.
- E. Both parties shall be responsible for their own acts or admissions.
- F. Both parties hereto will be acting in their individual governmental capacities and not as agents, employees, or partners with each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party.

- G. District shall pay El Mirage an amount not to exceed \$549,196.00 to defray the total cost of the High School, Middle School, and Elementary School SRO's salaries and benefits for a ten (10) month period. District shall remit payment to El Mirage within thirty (30) days of receipt of invoice from the SRO Supervisor.
- H. The City of El Mirage and the District will expend funds only for the purposes and uses specified in the approved plan and budget. Funds shall not be used to pay City or District administrative costs for services associated with the receipt of those funds including, but not limited to, accounting, payroll, data processing, purchasing, personnel, overtime pay and building use.
- I. Each party shall maintain adequate commercial general liability insurance and worker's compensation insurance as required by law.

Conflict of Interest Cancellation. As required by A.R.S. § 38-511, the parties acknowledge and agree that either party may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of either party is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

Entire Agreement. This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

Severability. The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding on the parties.

Governing Law. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

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.

Dispute Resolution. 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.

Notices. All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective parties at the following address:

District: Jim Dean, Superintendent
Dysart Unified School District 15802 N. Parkview Place
Surprise, AZ 85374
623.876.7000

City:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Dysart Unified School District

Jim Dean
Superintendent

Date

City of El Mirage

Alexis A. Hermosillo
Mayor

Date

INTERGOVERNMENTAL DETERMINATION

In accordance with A.R.S. § 11-952, the foregoing Agreement has been reviewed by the undersigned attorneys who have determined that said Agreement is in proper form and is within the powers and authority granted to the public body represented by their respective attorneys.

This ____ day of _____, 2023

This ____ day of _____, 2023

Attorney for District

Attorney for City of El Mirage