

**SCHOOL SAFETY PROGRAM
INTERGOVERNMENTAL AGREEMENT**

BETWEEN

CRANE ELEMENTARY SCHOOL DISTRICT NO. 13

Centennial Middle School and Crane Middle School

AND

**THE CITY OF YUMA THROUGH THE
YUMA POLICE DEPARTMENT**

2024 - 2027

INTERGOVERNMENTAL AGREEMENT FOR SCHOOL SAFETY PROGRAM

This INTERGOVERNMENTAL AGREEMENT (this "Agreement") for a School Safety Program is entered into this 31st day of July, 2024, by and between the Crane Elementary School District No. 13 ("District"), on behalf of Centennial Middle School and Crane Middle School, and the City of Yuma ("City") through the Yuma Police Department ("YPD") each of which is a public agency of the State of Arizona as that term is defined in Arizona Revised Statutes ("A.R.S.") § 11-951.

WHEREAS, the School Safety Program was established by A.R.S. § 15-154 in 1994 for the purpose of placing School Resource Officers ("SRO") and Juvenile Probation Officers ("JPO") on school grounds to contribute to safe school environments conducive to teaching and learning; and,

WHEREAS, through comprehensive prevention and intervention approaches, School Safety Program funded officers maintain a visible presence on campus, deter delinquent and violent behaviors, serve as an available resource to the school community, and provide students and staff with law-related education, instruction, and training; and,

WHEREAS, SROs develop positive interactive relationships with the students, the staff, and the community that they serve. This proactive, prevention-based program is cultivated through collaborative working partnerships between SROs, school administration, teachers, police and juvenile probation departments; and

WHEREAS, the District and the City are authorized by A.R.S. § 11-952 et seq., Article III, Section 13, of the Yuma City Charter, and A.R.S. § 15-342.13 to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies; and,

WHEREAS, the District and the City desire to work in cooperation with one another to further the goals of the approved School Safety Program and shall accept the roles and responsibilities as established in the School Safety Program guidelines; and,

WHEREAS, through this Agreement, YPD will assign one SRO for successive 10-month periods to the District to perform the services listed in Section 4 herein.

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties hereby agree as follows:

1. DURATION OF AGREEMENT

This Agreement shall begin on the 31th day of July, 2024, and shall terminate on the 30th day of June 2027, provided the District's School Safety Program is approved for funding by the District for fiscal years 2024-2025, 2025-2026 and 2026-2027.

2. RECOMMENDED QUALIFICATIONS OF OFFICER (S)

The recommended qualifications for the SRO(s) selected for this position are as follows:

- Desire to work with students, parents, and educators.
- Willingness to teach law-related education.
- Supportive of and committed to prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse set of individuals.
- Supportive of and committed to the philosophy of the School Safety Program.
- Willingness to attend law-related education basic and advanced training to implement and maintain Law-Related Education ("LRE") programs to meet the needs of the students.
- Member of a law enforcement agency.
- AZPOST certified general instructor.

The City will undertake in good faith to select the SRO(s) based on the qualifications above but may waive one or more qualifications in the best interest of the District and the City.

3. SELECTION PROCESS

The selection of the right officer is one of the most important aspects of making the School Safety Program successful. Therefore, the selection process should identify officers who are best suited to the work as SROs.

Involving the District administration in the selection process after the final candidates have been selected by YPD is important because:

- The District administrator can identify the needs of the school.
- The District administrator can identify the type of personality that will work best in a specific school environment.
- The District administrator can provide insights into what is required to be effective in the school community.
- The District administrator can provide a critical understanding of the School Safety Program.

Notwithstanding anything to the contrary in this Agreement, YPD shall select the SRO, and may, but is not required to, involve the District in selecting the SRO. In all cases, YPD shall consider the best interests of the District in the selection of an SRO.

4. SERVICES TO BE PERFORMED

The District shall provide office space that provides privacy for the SRO(s) to conduct confidential business. The office shall include the necessary equipment for an SRO to effectively perform their duties, i.e., telephone, desk, chair, filing cabinet, up-to-date computer and printer.

The role of SRO(s) at Crane Elementary School District No. 13:

The SRO(s) support of the School Safety Program is vital to the success of the program. SRO(s) are expected to spend approximately 80% of their time on a District middle school site. SRO(s) must be present and accessible on the school campus to which they are assigned for 40 hours per week. This time will be split between Crane Middle School and Centennial Middle School as mutually determined by both parties.

Absent an emergency, the SRO(s) shall not be called away from his/her designated schools. If an SRO is called away for police business (excluding mandatory training, meetings, or crisis), the District shall not be invoiced for any time the SRO is away.

The SRO has three basic roles: (1) serve as a law enforcement officer/public safety specialist, (2) serve as a law-related educator, and (3) act as a positive role model. The duties of each role are set forth below.

A. LAW ENFORCEMENT OFFICER/PUBLIC SAFETY SPECIALIST

The following duties pertain to the SRO's role as a law enforcement officer/public safety specialist:

- The SRO's first and foremost responsibility is to serve as a sworn law-enforcement officer. When necessary, the SRO has the authority to intervene as a law-enforcement officer. Once order is restored, however, the SRO's other roles as law-related educator and role model are the more typical day to day roles.
- Administrators shall take the lead on school policy violations. The SRO shall only be involved when a student's conduct violates a law. If possible, the SRO should assist in an arrest rather than acting as the principal law-enforcement officer. However, the SRO may make arrests for clear violations of law if necessity dictates.
- As partners in school safety. SRO(s) and District administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
- The SRO serves as a member of the School Safety Assessment and Prevention Team.
- The SRO utilizes expertise and agency resources for intervention and prevention of potential crime.
- The SRO collaborates and communicates with school personnel on school-wide safety strategies (e.g. staff trainings, emergency response planning, needs assessment, and prevention planning).
- The SRO builds relationships with students, parents and staff that promote a positive image of law enforcement.

B. LAW-RELATED EDUCATOR

- The SRO speaks to classes and assemblies regarding the law, law enforcement, and public safety upon invitation from District administrator or teaching staff.
- The SRO takes a proactive approach and finds opportunities to educate students about laws and procedures related to law enforcement and the role of law enforcement in the community.
- The SRO stays up-to-date on law enforcement related topics and changes in the law so as to more effectively interact and educate students.

C. POSITIVE ROLE MODEL

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

- Set limits by being clear about what is acceptable and what is not.
- Educate students about the consequences of unacceptable behavior and the rewards of acceptable behavior.
- Set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
- Be honest and provide accurate information.
- Be consistent in applying rules and regulations with students, staff, and parents.
- Encourage responsibility by helping students consider options and consequences of decisions, set personal goals, and develop plans to make desired changes.
- Treat students with respect and express high expectations for them.
- Always strive to be a positive role model knowing students learn from every observation of or interaction with the SRO.

5. WHEN SCHOOL IS NOT IN SESSION DURING SUMMER BREAK AND INTERSESSION

The SRO(s) will be assigned to the District for a 10-month period, as specified below. During summer break, as set forth on the District's school calendar, when summer school or summer school planning is not in session, and during intersession the SRO(s) will return to the YPD for assignment.

6. OFFICER ASSIGNMENT PERIODS:

The SRO's time will be split between Centennial Middle School and Crane Middle. The District administration will collaboratively work with all stakeholders to develop a schedule that is mutually acceptable to the schools and the SRO.

7. OFFICER TRAINING

The Arizona Foundation for Legal Services and Education is the contracted agency for LRE. Training in LRE is essential to successfully implement the LRE requirements in the classroom.

SROs new to the School Safety Program will be required to attend new SRO training, and all other SROs will be required to continue the development of their skills by annually attending advanced LRE workshops. If such training is not available to the SROs, the District and the City will work to secure alternative SRO training in order to comply with this provision along with how the training shall be funded.

8. PERFORMANCE EVALUATION

A performance evaluation shall be conducted each semester by a District administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in effectively carrying out the SRO's duties. It is not meant to supplant the official evaluation process used by YPD or the City. It is at the discretion of YPD and the City to include the school's evaluation in the SRO's official folder. Only SROs that have performed in a satisfactory manner should be considered for further service in the School Safety Program.

The following evaluation factors may help the SRO's supervisor evaluate the SRO's effectiveness in his/her role:

- Does the SRO have a clear sense of his/her role?
- Does the SRO understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the SRO attended or scheduled to take a law-related education class in the current year?
- How does the SRO relate to staff, students, and parents?
- Does the SRO work well independently?
- Has the SRO attempted to meet the requirements of this Agreement?
- Does the SRO perform his/her duties effectively?
- How effective is the SRO with classroom presentations?

The District should conduct frequent informal evaluations that provide the SRO and his/her supervisor with feedback regarding the SRO's performance.

Any problem at a school between the SRO and the school, should first be addressed between the SRO and District administration. If a resolution is not reached, the District and SRO's department shall attempt to resolve the problem in good faith as set forth in Section 19 of this Agreement.

9. FINANCE AND BUDGET

Upon the District receiving the approved funding for fiscal year 2024-2025 the District shall budget and pay the SROs as follows:

- A. District Payment to Y.P.D.

Salary	\$ 47,121.81
ERE/Benefits	\$ 41,936.59
Total	\$ 89,058.40

The District will pay up to the budgeted amount for the position as per the budget schedule set forth this Section.

B. Payment Terms

The District shall remit quarterly payments consisting of four payments of \$22,264.60 (for salary, and employee related expenses) to City of Yuma for a total of **\$89,058.40**. In addition, the District may be billed up to an additional \$3,400.00 for training, travel, and supplies for a total cost of \$92,458.40. However, quarterly payments will be reduced to reflect any period during which SROs are not assigned to all schools.

Annual funding for this position will not increase during the term of this Agreement. Therefore, if any salary increases are granted by the City to its police officers during the life of this Agreement, the cost of those increases for the SRO(s) covered in this Agreement will be paid by the City.

10. FUND ACCOUNTING

Funds distributed to the City shall be handled and accounted for in accordance with the regular operating procedures established by the City. Any interest earned on these monies while in the possession of the City shall accrue to the City and may be used by the City for the Safe Schools Program. The District shall pay within thirty (30) days of receipt of the invoice from the City and shall pay late fees as established between the District and the City.

11. REPORTING AND RECORDS

All books, accounts, reports, files, and other records relating to this Agreement shall be kept for five (5) years after termination of this Agreement. The assigned SRO(s) shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring no information contained in the SRO's records or obtained from YPD or from others carrying out its functions shall be disclosed by the SRO(s), or anyone under his supervision, except as is necessary in the performance of the SRO's duties as described herein.

12. MODIFICATION AND TERMINATION

A. Termination

This Agreement may be terminated by either party if in its judgment such action is necessary due to: (a) funding availability; (b) statutory changes in the program; (c) either party's failure to implement or operate the approved Safe Schools Program; or (d) either

party's non-compliance with this Agreement. Any termination shall be in writing, stating the reason therefore, sent by certified mail, and is effective upon thirty (30) days' notice, as set forth in Section 22 of this Agreement, to the other party. Upon termination of this agreement, the parties shall return any property to its original owner.

B. Modification

Any modification to this Agreement shall be by mutual written consent signed by both parties.

13. EMPLOYMENT STATUS OF SRO(S)

Except as otherwise provided by law, in the performance of this Agreement and the School Safety Program, the parties are acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of the 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.

YPD will have the sole authority over: (1) the assignment of the police officer(s); (2) the determination of the SRO's hours; (3) discipline of the SRO(s); and (4) the implementation of policies and procedures in the handling of law enforcement matters.

Notwithstanding the above, in acknowledgement of the SRO's need to interact with students and to meaningfully participate in the educational and supervisory roles of an SRO, the District shall designate each SRO as a "school official with a legitimate need" pursuant to the terms of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). This designation shall allow the SRO to inspect any student records required by the SRO to carry out his/her duties. The SRO shall not secondarily disclose such student records to the Yuma Police Department.

14. ENTIRE AGREEMENT

This Agreement, together with all applicable Arizona laws and the District's Governing Board Policies and Administrative Regulations, contains the entire understanding of the parties. 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.

15. INDEMNIFICATION

To the extent allowable by law, each party (the "Indemnitor") agrees to indemnify, defend, and hold harmless the other party, and the other party's departments, agencies, agents, officials, officers, directors, employees, and volunteers (collectively "Indemnitee") for, from and against any and all claims, liabilities, demands, fines, judgments, damages, losses, and expenses, including attorneys' fees and litigation expenses, to which Indemnitee may become subject,

under any theory of liability whatsoever, (collectively "Claims") whether real or asserted, resulting from and/or arising out of Indemnitor's intentional, reckless, or negligent acts, directives, mistakes, errors, or omissions in performance or non-performance of any provisions of this Agreement, except to the extent such Claims arise out of or are based upon the acts, mistakes, errors, or omissions of Indemnitee. This indemnification provision shall apply to any and all any reckless, or negligent acts, mistakes, directions, errors, or omissions of Indemnitor's departments, officers, employees, contractors, and independent contractors

16. INVALIDITY OF PART OF THE AGREEMENT

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 upon the parties.

17. GOVERNING LAW

This Agreement shall be construed and interpreted solely in accordance with the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order. Any action to enforce any provision of this Agreement or to obtain any remedy with respect this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona or in the United States District Court for the District of Arizona, if, and only if, the Superior Court lacks jurisdiction over such action). The parties waive all provisions of law for a change of venue in such proceeding to any other county.

18. COMPLIANCE WITH NON-DISCRIMINATION LAWS

YPD and the District shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. YPD and the District shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.

19. DISPUTE RESOLUTION

If there is a dispute, the parties shall make a good faith effort to resolve the dispute.

20. CONFLICT OF INTEREST

The parties acknowledge that this Agreement is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated and made a part of this Agreement by reference.

21. STUDENT CONFIDENTIALITY

Both parties will ensure that the dissemination and disposition of educational records complies at all times with the FERPA and any subsequent amendments .

22. COMPLIANCE WITH IMMIGRATION LAWS

The parties warrant, and represent to each other, that they are in compliance with A.R.S. §§ 41-4401 and 23-214, the Federal Immigration and Nationality Act (FINA), and all other immigration laws and regulations.

23. COMPLIANCE WITH FINGERPRINTING REQUIREMENTS

The parties shall comply with the fingerprinting requirements of A.R.S. § 15-512 unless otherwise exempted.

24. WORKER'S 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 the purposes of Ariz. Rev. Stat. § 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 Ariz. Rev. Stat. § 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 purpose of worker's compensation."

25. NOTICE AND REQUESTS

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and received if:

- A. Personally delivered to the representatives at the addresses set forth below; or
- (i) B. Deposited in the U.S. Mail, postage prepaid, certified, return receipt requested, to the addresses set forth below; or
- (ii) C. Prepaid and given to a recognized and reputable overnight delivery service, such as UPS or FedEx, for delivery.

If a copy of a notice is also given to a party's counsel or other authorized recipient, the notice is

deemed to have been received on the date on which the below representative received the notice, not the date its counsel or other authorized recipient received the notice.

City of Yuma
Attn: Chief of Police
One City Plaza
Yuma, AZ 85364

Crane Elementary School District No. 13
Attn: Superintendent
4250 W. 16th St
Yuma, AZ 85364

26. RIGHTS/OBLIGATIONS OF PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency, or organization. Nothing expressed herein shall affect the legal liability of either party to this Agreement by imposing any standard of care different from the standard of care imposed by law.

27. NON-APPROPRIATION

Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason the District's governing body does not appropriate sufficient monies for the purpose of maintaining this Agreement. A failure to appropriate sufficient monies will not, however, relieve the District of its statutory responsibilities under Arizona law.

28. NO JOINT VENTURE

This Agreement does not create any partnership, joint venture, or employment relationship between District and City employees. Neither party shall be held liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including, without limitation, the other party's obligation to withhold social security and income taxes for itself or any of its employees.

[signatures on the following page]

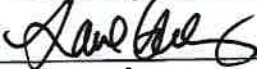
IN WITNESS WHEREOF, the parties have executed this Agreement on the date written below.

District: Crane Elementary School
District No. 13

City of Yuma

Dated: 8/13/2024

Dated: _____

By: 
Laurie Doering

By: _____
Jay Simonton

Title: Superintendent

Title: Interim City Administrator

Agency: Yuma Police Department

Dated: 7/22/24

By: 
Thomas Garrity

Title: Chief of Police

ATTEST:

Lynda L. Bushong, City Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this contract has been reviewed by the undersigned who have determined that this contract is in appropriate form and within the powers and authority granted to each respective public body.

Attorney for District

Attorney for City of Yuma


Udall Shumway, P.D.C.

Richard Files