

**SCHOOL SAFETY PROGRAM GRANT
INTERGOVERNMENTAL AGREEMENT**

BETWEEN

YUMA ELEMENTARY SCHOOL DISTRICT NO. 1

**Fourth Avenue Junior High School, Castle Dome Middle School,
Gila Vista Junior High School, Ron Watson Middle School,
Woodard Junior High School**

AND

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

August 1, 2017 – June 30, 2020

INTERGOVERNMENTAL AGREEMENT FOR SCHOOL SAFETY PROGRAM

This INTERGOVERNMENTAL AGREEMENT (Agreement) for a School Safety Program is entered August 1, 2017 (Effective Date), by and between the YUMA ELEMENTARY SCHOOL DISTRICT NO. 1 (District) (Fourth Avenue Junior High School, Castle Dome Middle School, Gila Vista Junior High School, Ron Watson Middle School, Woodard Junior High School - School Safety Program Grant) 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 A.R.S. § 11-951.

WHEREAS, the School Safety Program was established by ARS 15-154 in 1994 and amended by SB 1099, signed by the Governor on April 17, 2017, for the purpose of placing School Resource Officers (SRO) and Juvenile Probation Officers (JPO) on school grounds to contribute to safe school environments that are 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; and this proactive, prevention-based program is cultivated through collaborative working partnerships between officers, school administration, teachers, and police and juvenile probation departments; and,

WHEREAS, the District and the City are authorized by A.R.S. § 11-952 et. seq. and the City is also authorized and empowered pursuant to Article III, Section 13, of the Yuma City Charter 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 five SROs for 11-month positions 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 Effective Date, and shall terminate on June 30, 2020, provided the District's School Safety program is approved for funding in fiscal years 2017-2018, 2018-2019, and 2019-2020.

2. RECOMMENDED QUALIFICATIONS OF OFFICER (S)

The recommended qualifications for the officer(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 the City of Yuma Police Department.
- AZPOST certified general instructor.

3. SELECTION PROCESS

The School Safety Program is a partnership between the school and law enforcement agency. Therefore, to the extent possible, Officers and YPD commit to a minimum three-year assignment at the same school, in conjunction with the School Safety Program grant cycle.

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 school resource officers.

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

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

Notwithstanding the above paragraph, YPD shall select the SRO, and may, but is not required to, involve the District in selecting the SRO.

4. SERVICES TO BE PERFORMED

The District or the school shall provide office space that provides privacy for the SROs to conduct confidential business. The offices shall include the necessary equipment for an SRO to effectively perform his or her duties, i.e. telephone, desk, chair, filing cabinet, up-to-date computer and printer, as provided in the grant.

The District shall provide a complete copy of the grant application and award to each officer by July 31 or as soon as the SRO begins service at the site.

The role of SROs at Yuma Elementary School District No. 1:

The SRO's support of the School Safety Program is vital to the success of the program.

SROs must be present and accessible on the school campus to which they are assigned at least 80% of their regular, full-time working hours per week. Absent an emergency, the SROs shall not be called away from their designated schools.

The District shall not be invoiced for the officers' time in the following circumstances:

- The SRO is called away from the campus for police business (not including mandatory training, meetings, or crises);
- The SRO takes vacation or personal leave during days on the regular, published school calendar;
- The City asks the officer to attend training that is not mandatory for the SRO position.

Except in a crisis, as soon as possible in advance of an officer being off campus during his/her scheduled hours, each SRO will notify the school principal or designee and front office staff according to procedures mutually acceptable to the officer and the school administrator.

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 in the School Safety Program Guidance Manual.

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

The SROs will be assigned to the district for a 11-month period, as specified below. During summer break, as set forth on the District's calendar for the relevant school year, when summer school or summer school planning is not in session or as agreed upon by the District and YPD, and during intersession the SRO(s) will return to the Yuma Police Department for assignment. SROs on campuses with summer school in session will spend hours during the day when students are not present planning Law Related Education lessons with the summer school teachers or with other SROs for the upcoming academic year. SROs may also use those hours to conduct building safety checks or analyze school discipline records in order to make recommendations to their School Safety Teams.

6. OFFICER AND ADMINISTRATOR TRAINING

The Arizona Foundation for Legal Services and Education is the contracted agency for law-related education. Training in LRE is essential to successfully implement the LRE requirements of the grant in the classroom.

The Yuma Police Department supervisor and the District administrator who oversee the School Safety Program, as well as each school principal and/or designee will attend training as required by the Arizona Department of Education to maintain the School Safety Grant in good standing.

Officers new to the School Safety Program will be required to attend new officer training, and all other SROs will be required to continue the development of their skills by annually attending advanced LRE Workshops. SRO attendance at training will be mutually agreed upon by a District-level administrator and a Sergeant or higher within the School Services Bureau prior to registration.

7. PERFORMANCE EVALUATION

A biannual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the officer and his/her supervisor in meeting the intent of the grant and effectively carrying out their duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. It is at the discretion of the law enforcement agency to include the school's evaluation in the officer's official folder. Only SROs that have performed in a satisfactory manner should be considered for further service in the School Safety Program.

Any problem at the school between the SRO and the school should first be addressed between the SRO and school administration. If a resolution is not reached, the District and YPD shall attempt to resolve the problem in good faith as set forth in Section 17 of this Agreement. The school administration shall immediately notify the SRO's Sergeant of all problems between the school and the SRO and how the matters were resolved. In the event the matters were not resolved, the school administration shall notify the Sergeant of the suggested resolution(s), and the reason(s) a resolution was not reached.

8. FINANCE AND BUDGET

Upon the District receiving the approved funding for each fiscal year from the Department of Education, the monies will be budgeted and paid as follows:

A. District Payment to YPD

The District will pay up to the budgeted amount for each position in accordance with the schedule attached hereto as Attachment A. The amount of \$473,995.25 is the maximum amount the District can pay for each fiscal year for SRO salary and employee related expenses.

The parties understand that, although the District cannot pay more than the maximum annual amount during the term of this Agreement, they may need to reallocate the individual school's allocation. If a reallocation is required, the parties will amend the Agreement for the affected fiscal year.

The parties acknowledge that the Grant requires SROs to travel for Grant-specific training and provides funding for that purpose. To the extent that the District has Grant funding for travel, it will pay the expenses for SROs attending Grant-related training. The District will directly arrange and pay for any registration, hotel, rental car and gas costs. The District will compensate the SROs directly, after the fact, for their per diem expenses at the State-approved rate for school districts. If the City requires SROs to attend any other training, the City will arrange for and fund the entire costs of those trainings according to the City's established procedures.

B. Payment Terms

Upon receipt of quarterly, itemized invoices from the City of Yuma, the District shall remit quarterly payments, which shall not exceed an annual total of \$473,995.25.

Annual funding from the Grant will not increase during the three-year term of the Grant. Therefore, if any salary increases are granted by the City of Yuma to its police officers during the life of the grant, the cost of those increases for the SROs covered in this agreement shall be paid by the City. There is no funding in the Grant for overtime for SROs. If it is necessary for police officers to attend District functions after regular school hours, the school administrator will work with the individual SRO to flex his/her hours.

9. FUND ACCOUNTING

Funds distributed to the City of Yuma shall be handled and accounted for in accordance with the regular operating procedures established by the City of Yuma. Any interest earned on these monies while in the possession of the City of Yuma shall accrue to the City of Yuma and may be used by the City of Yuma 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. Late fees shall not be paid from School Safety Grant funds.

10. 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 SRO(s) shall establish and maintain procedures and controls that are acceptable to the City of Yuma for the purpose of assuring that no information contained in the SROs' records or obtained from the YPD or from others carrying out its functions shall be disclosed by the SROs, or anyone under their supervision, except as is necessary in the performance of the SROs' duties as described herein.

As required by the Arizona Department of Education for School Safety Program grants, specific records will be maintained by each agency as listed below. Each partner will supply any necessary records to the other partner as necessary to comply with this section, to carry out the activities of the School Safety Program, or for grant monitoring visits.

City of Yuma Police Department:

- Weekly Activity Logs for each officer
- Performance Assessment for each officer

School District:

- Program Applications for each awarded school
- Training certificates/records specific to the Grant
- Year-end Reports
- Operational Plans
- School Safety Assessment and Prevention Team (SSAPT) documentation

11. 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 must be in writing, stating the reason therefore, sent by certified mail and is effective upon thirty (30) days notice 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 must be by mutual written consent signed by both parties.

12. EMPLOYMENT STATUS OF SRO(S)

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

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

Notwithstanding the above, in acknowledgement of the SROs' need to interact with students and to meaningfully participate in the educational and supervisory roles of the SRO, the District shall designate each SRO as a "school official with a legitimate need" under 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 records to the Department.

13. 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.

14. 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.

15. 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 agreements and mandatory contract provisions of state agencies required by statute or executive order. The Parties shall initiate and maintain any action at law or in equity or other judicial proceedings arising from this Agreement in the Superior Court of Yuma County, Arizona. The Parties hereby waive all provision of law provision for a change of venue in such proceeding in any other county.

16. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The YPD and 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 No. 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. The YPD and 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.

17. DISPUTE RESOLUTION NOTICE

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

18. 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 herein and made a part hereof.

19. 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 thereto.

20. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

The parties hereby 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 federal immigration laws and regulations.

21. COMPLIANCE WITH FINGERPRINTING REQUIREMENTS

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

22. 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 the 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 jurisdiction or control of 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 workers' compensation."

23. 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:

- (i) Personally delivered to the undersigned representatives listed below at the addresses set forth below;
- (ii) Deposited in the U.S. Mail, postage prepaid, certified, return receipt requested, to the addresses set forth below; or

- (iii) Prepaid and given to a recognized and reputable overnight delivery service, such as UPS or FedEx, to be delivered to the addresses set forth below.

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 undersigned representative received the notice, not the date its counsel or other authorized recipient received the notice.

City of Yuma
Attn: City Administrator
One City Plaza
Yuma, AZ 85364

Yuma Elementary School District No. 1
Attn: Superintendent
450 W. 6th St
Yuma, AZ 85364

IN WITNESS WHEREOF, the parties thereto have executed this AGREEMENT on the date written below:

District: Yuma Elementary School District No. 1

City of Yuma

Dated: _____

Dated: _____

By: _____

By: _____

James Sheldahl

Gregory K. Wilkinson

Title: Superintendent, Yuma School District No. 1

Title: Administrator, City of Yuma

Grant Project Director

Agency: Yuma Police Department

Dated: _____

Dated: _____

By: _____

By: _____

Suzanne Alka

John Lekan

Title: Associate Superintendent

Title: Chief of Police

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.

APPROVED AS TO FORM:

ATTEST:

Richard Files, City Attorney

Lynda L. Bushong, City Clerk

Carrie O'Brien

Attorney for the District
Gust Rosenfeld P.L.C.

Attachment A

The District shall pay up to the budgeted amount for each position in accordance with the following schedule:

School	Castle Dome	Fourth Avenue	Gila Vista	Ron Watson	Woodard
Amount	\$93,430.82	\$86,760.37	\$92,734.13	\$97,403.32	\$103,666.61