



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NUMBER 795

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND GADSDEN ELEMNTARY SCHOOL DISTRICT

Whereas, the City of San Luis desires to enter into an intergovernmental agreement with the Gadsden Elementary School District for the provision of school resource officer; and

Whereas, the parties to the Intergovernmental Agreement desire to enter said agreement; and

Whereas the City Council approved said agreement by motion at the regular meeting of August 13, 2008;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the Intergovernmental Agreement, as attached hereto as Exhibit "A", is hereby ratified and approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 13th day of August, 2008.

Juan Carlos Escamilla, Mayor

ATTEST:

Sonia Cuello, City Clerk

APPROVED AS TO FORM:

Glenn Gimbut, City Attorney

AGREEMENT BETWEEN:
THE GADSDEN ELEMENTARY SCHOOL DISTRICT #32
And
THE CITY OF SAN LUIS, STATE OF ARIZONA
For

The provision of (2) certified police officers to act as School Resource Officers.

This agreement, entered into this 13th day of August, 2008, by and between the **Gadsden Elementary District #32 Governing Board**, (hereinafter referred to as the "Board"), and the **City of San Luis**, State of Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as the "City").:

WITNESSETH:

A. The Board and the City desire to create a safe and secure environment on the campuses of San Luis Middle School and Southwest Junior High located within the City of San Luis, Arizona; and

B. This agreement establishes a School Resource Officer Program as designated by the Arizona Department of Education at San Luis Middle School and Southwest Junior High located within the City; and

C. The Board and City recognize the potential benefits of the School Resource Officer Program to the citizens of San Luis, AZ, and particularly to the students of the public schools within the City; and

D. It is deemed in the best interest of the Board and the City, and the citizens of San Luis, AZ to establish this program,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Board and the City hereby agree as follows:

ITEM I
Description of Program

The School Safety Program was established by ARS 15-154 in 1994 for the purpose of placing School Resource Officers (SRO) on school grounds to contribute to safe school environments that are conducive to teaching and learning. 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. This proactive, prevention-based program is cultivated through collaborative working partnerships between officers, school administration, teachers, and police departments.

ITEM II

Assignment of Officers/Qualifications/ Hiring Process

A. Number of School Resource Officers

The City and its Police Department will assign experienced officers trained as School Resource Officers (hereinafter referred to as SRO's) to be placed in designated schools. There will be one (1) police officer assigned to each of the following schools: San Luis Middle School and Southwest Junior High School.

B. Selection of SRO's

Recommended Qualifications:

- Desire to work with students, educators, and parents
- Willingness to teach law-related education
- Supportive of 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 the philosophy of the School Safety Program
- Willingness to serve on the School Safety Assessment and Prevention Team
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students
- Member of a law enforcement agency
- AZPOST certified general instructor

Recommended Job Description:

- Establish liaison with school administrators, staff, students, and parents
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom
- Network with community agencies that may or do provide services to the school
- Act as resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate
- Provide a visible deterrence to crime while presenting a positive impression of a law enforcement officer
- Provide information when requested to students, parents, and staff in law-related situations

- Maintain tracking system of statistical information required by supervisor and school administration

C. Hiring Process

The selection process should identify officers who are best suited to work as SRO's. That officer should be committed to the goals of the School Safety Grant.

Gadsden Elementary District #32 ("District") shall be consulted with respect to selection of the SRO's. The District may make comment on the selection, and it's comments will be considered by the City, however, it is understood and agreed that any certified peace officer assigned as an SRO must be under the command and control of the City and it's Police Department and therefore any assignment must be solely under the direction and control of the City and it's Police Department.

ITEM III Officer Training

A. New Officer Training

All officers new to the School Safety Program are required to attend a 40 hour (1 week) workshop which covers community-oriented policing, the role of school based officers, and an introduction to Law Related Education (LRE). This workshop, sponsored by the Arizona Department of Education (ADE), meets the School Safety Program LRE training requirement.

B. School Safety Program Law-Related Education Training

The Arizona Foundation for Legal Services and Education (AZFLSE) is the contracted training agency for law-related education (LRE). Training in LRE is essential to successfully achieve the LRE teaching requirement. Academies are approved for credit by the Arizona Peace Officers Standards and Training Board (AZPOST) and the Arizona Judicial Council (COJET).

Officers are required to attend an LRE Academy training provided by AZFLSE, annually. LRE Academy courses address grade level specific topics and programs identified by officers as critical to meeting the learning needs of diverse student populations. Courses are relevant to the needs of schools with topics updated on an annual basis. The School Safety Program provides each officer with travel funds to cover travel expenses for one training per year. Officers receive a curriculum and resource package at the training.

C. Additional School Safety Program Training

The ADE provides continuous School Safety related training and professional development opportunities to program participants. Updates will be provided through correspondence from ADE to grant recipients and program partners.

ITEM IV

11 Month Position/Summer Break & Intersession

The School Safety Grant is awarded for a typical 10 month school year. The Board and City/P.D agreed to the option of extending services for 11 months and the grant reflects an 11 month salary. To maintain the integrity of the program, teachers and students are present on campus during intersession or summer break.

Possible Activities for Summer Break/Intersession include the following:

- Plan school security improvements
- Prepare law-related education lessons
- Develop collaborations with community resources, identifying services offered that could benefit students
- Conduct school safety assessments
- Work with the school safety team to review and update the school safety plan, and conduct school wide exercises to test the plan
- Plan in-service training
- Collaborate with school administration to analyze criminal incident reports and disciplinary records to identify patterns and develop strategies to address problems
- Work with community-based and youth recreational and leadership development activities that complement and reinforce the School Safety Program
- Attend training opportunities

ITEM V

Chain of Command/Conduct and Appearance/ Authority of SRO's/Hours of Duty

A. Chain of Command

Officers assigned as an SRO shall report directly to a superior officer designated the City and it's Chief of Police. The designated superior officer will be responsible for evaluating the SRO's performance along with the site principal. SRO's are responsible for complying with all orders, policies, procedures, rules and regulations of the San Luis Police Department. The SRO may receive day to day work assignments from the principal of the school to which the SRO is assigned. Responsibility for command and control of the officer shall at all times remain with the City and it's Police Department. The City and it's Police Department retain the right to re-assign any officer assigned to SRO duty as long as coverage to the District remains unaffected.

B. Conduct and Appearance

- SRO's shall conduct themselves in a manner that fosters a good working relationship with the school, staff, students, and other citizens of the City of San Luis.
- SRO's shall comply, as stated above, with all orders, policies, procedures, rules and regulations, and other directives of the City of San Luis Police Department.
- SRO's shall wear the Police Department uniform and maintain a high standard of grooming and neatness.
- SRO's shall coordinate their functions with the principal of their assigned school.

C. Authority of SRO's

- SRO's shall coordinate their functions with the principal of their assigned school.
- The SRO shall fulfill their duties as a sworn law enforcement officer for the State of Arizona.
- No district/charter/or site administrator shall interfere with the duties of the SRO as a sworn law enforcement office.
- SRO's are encouraged to familiarize themselves with both the Police Department and school policies relative to the SRO program. Should conflict arise due to a policy difference, it will be the SRO and principal's responsibility to bring the difference to the attention of the Chief of Police and Superintendent as soon as possible.

D. Hours of Duty

- Each SRO will be assigned to their designated school on a full-time basis of eight (8) hours a day on those days and during those hours that school is in regular session including summer break as determined by the grant. The officer will not be expected to work beyond 40 hours a week. It is understood that any such work for the District will obligate the District to reimburse the City for the SRO's overtime, including benefits.
- Hours of duty will be arranged between the SRO, the school principal, and the Chief of Police. The officer will remain on the school campus unless otherwise directed by the school principal or Chief of Police.

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ITEM VI Performance Evaluation

A biannual performance evaluation shall be conducted by a school administrator and shared with the officer'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 officer's

department. It is at the discretion of the law enforcement agency to include the school evaluation in the officer's official personnel file. Only officers that have performed in a satisfactory manner should be considered for further service in the School Safety Program.

ITEM VII

Rights and Duties of the Board

The Board shall provide to the SRO of each school the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- Access to an air-conditioned and properly lighted office that shall contain a telephone that may be used for general purposes.
- A location for files and records that can be properly locked and secured.
- A desk, chair, computer/printer, and office supplies.

ITEM VIII

Financing of the School Resource Officer Program

The District agrees to pay to City for the services provided hereunder an amount equal to the 335 days of the annual salary and benefits of both the officers assigned. This sum is due without condition or reservation of any kind. It shall be paid quarterly, in advance, beginning on August 15, 2008. Payment will be due within 30 days of the date of invoice, regardless of date received. A late payment charge of one and a half percent (1.5%) per month shall be added on any overdue balance. The District shall not be responsible for overtime unless such work is requested by the principal of the school to which the SRO is assigned.

ITEM IX

Non-Supplanting Compliance

The City/P.D. shall be in full compliance with all "Non-Supplanting" rules and regulations of the Arizona Department of Education Grants. . .

ITEM X

Dismissal of School Resource Officer, Replacement

- A. If the principal of the school to which the SRO is assigned feels that their particular SRO is not effectively performing his/her duties and responsibilities, the principal may recommend to the Superintendent that the SRO be removed from the program at his school. The principal shall state the reasons in writing. Within a reasonable time after receiving recommendation from the principal, the Superintendent shall advise the Chief of Police of the principal's request. If the City Manager or Chief of Police so desires, the Superintendent and the City

Manager or the Chief of Police shall meet with the SRO to mediate or resolve any problems that may exist. At this meeting, members of the staff of the school to which the SRO is assigned may be required to be present. If, within a reasonable amount of time after commencement of such mediation the problem cannot be resolved or mediated or in the event the City of San Luis or its Chief of Police does not seek mediation, then the SRO shall be removed from the program at the school and a replacement shall be obtained.

- B. The City of San Luis and its Chief of Police may dismiss or reassign an SRO based upon Police Department rules, regulations or other directives, and when it is in the best interest of the Police Department and the City of San Luis.
- C. In the event of resignation, dismissal or reassignment of an SRO, the Chief of Police shall provide a temporary replacement for the SRO.

ITEM XI

Appeal Procedure

Who May File an Appeal: A school/district or charter who has been denied award or renewal of their School Safety Grant.

Definition of an Appeal: A request for a hearing by the School Safety Oversight Committee must be written, signed, and dated statement by the site administrator and the superintendent. The request for the hearing must set forth the nature of the complaint and the facts on which the complaint is based.

Request for Hearing: A hearing request must be sent certified mail to: Arizona Department of Education, 1535 W. Jefferson, Phoenix, AZ, Attn: School Safety Program Administrator.

The complaint shall request the hearing within 30 days from the date of the grant denial letter. For purposes of this process, the date of the letter is the postmarked date the denial was sent. All renewal denial letters shall be mailed certified mail.

Hearing Panel: When a hearing is requested, the School Safety Oversight Co-chairs will appoint a hearing panel between 3-5 members from the membership of the Oversight Committee who were not part of the application review sub-committee.

Schedule of Hearing: A hearing shall be scheduled before the appeal panel within 30 days of the receipt of request. The Co-chairs shall give at least 10 days (working days) notice of the hearing date and location to the complainant. The parties may submit written materials no later than 5 working days prior to the hearing.

Hearing Process: At the hearing the parties may present written documentation and witnesses. The length and order of the presentation may be determined by the appeals

and panel chairperson. The chairperson may request additional evidence through testimony of witnesses or written materials. If the complainant or authorized representative fails to appear at the designated time, place, and date of the hearing, the appeal shall be considered closed and the process terminated.

Decision: No later than five working days after the hearing, the appeals panel shall forward the superintendent/charter holder its final decision.

ITEM XII

Guidelines/Good Faith/Terms of Agreement

All entities shall accept the School Safety Program guidelines.

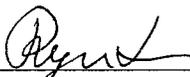
The roles and responsibilities of all entities shall be accepted as established by the School Safety Program guidelines.

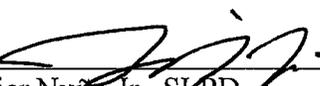
The Board and City, and their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiations between the Superintendent and the City Manager.

The Service Agreement shall be updated and renewed annually by July 1st of each year that the grant is in existence.

This agreement has been executed on the 13th day of August, 2008.

CITY OF SAN LUIS

BY: 
Juan Carlos Escamilla, Mayor

BY: 
Javier Nuño Jr., SLPD

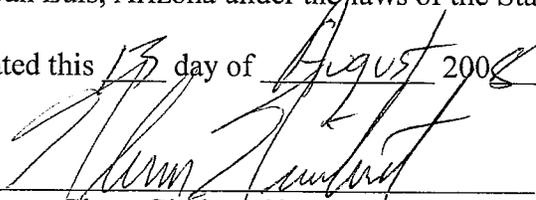
Attest:


Sonia Cuello, City Clerk

APPROVAL BY ATTORNEY

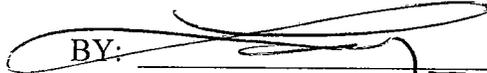
I hereby state that I am an attorney for the City of San Luis, Arizona, a municipal corporation of the State of Arizona, and pursuant to the provisions of A.R.S. 11-952(d) have determined that the above agreement is in proper form and is within the powers and authority granted to the City of San Luis, Arizona under the laws of the State of Arizona.

Dated this 13 day of August 2008

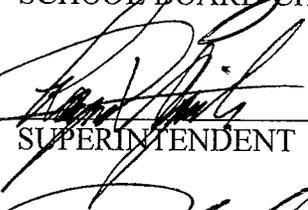


Glenn Gimbut, City Attorney

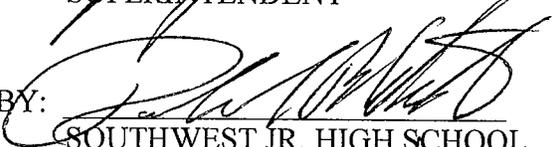
GADSDEN ELEMENTARY SCHOOL
DISTRICT #32

BY: 

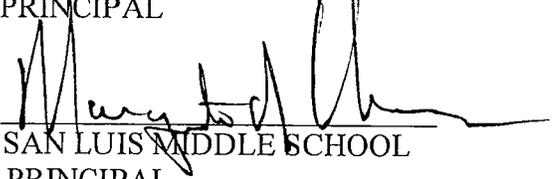
SCHOOL BOARD CHAIRMAN

BY: 

SUPERINTENDENT

BY: 

SOUTHWEST JR. HIGH SCHOOL
PRINCIPAL

BY: 

SAN LUIS MIDDLE SCHOOL
PRINCIPAL

Attest:



School Board Clerk

APPROVAL BY ATTORNEY

I hereby state that I am an attorney for Gadsden Elementary School District #32, and pursuant to the provisions of A.R.S. 11-952(d) have determined that the above agreement is in proper form and is within the powers and authority granted to Gadsden Elementary School District #32 under the laws of the State of Arizona.

Dated this 4th day of October 2008



Attorney for Gadsden Elementary School District #32