



MEETING OF: October 24, 2017

TITLE: Intergovernmental Agreement between the City of Tucson and TUSD for School Resource Officers for 2017-2018 Fiscal Year

ITEM #: 7

Information:

Study:

Action: X

PURPOSE:

To request Governing Board Approval of the 2017-18 IGA between the City of Tucson and TUSD for the School Resource Officer Program and to authorize the Superintendent to execute any necessary related documents.

DESCRIPTION AND JUSTIFICATION:

The purpose of this Agreement is to establish a partnership between TUSD and TPD which recognizes the need for law enforcement and safety education; drug abuse prevention; juvenile delinquency and crime prevention; investigative and referral services; and other education and law enforcement programs. TUSD was a previous recipient of and Fiscal Officer for a School Safety Program (SSP) Grant through the Arizona Department of Education which provided funds for School Resource Officers in selected schools. The SSP Grant expired at the end of the 2016-2017 fiscal year, so the 2017-18 joint funding obligation will come from district and City resources.

The agreement provides for SROs primarily at the following schools: Cholla High School, Pueblo High School, Catalina High School, Palo Verde High School, Santa Rita High School, and Booth-Fickett Math-Science K-8 Magnet School.

1. TUSD agrees:

- a. To establish and enforce school rules; and,
- b. To provide a mechanism to measure and monitor student violations of school rules; and,
- c. To participate in the selection of the SRO with TPD; and,
- d. To introduce the SRO to staff and students, as well as to assist in integrating the SRO into the school community; and,
- e. To provide prevention strategies, including classroom time for law enforcement and safety related education in grades 6-12; and,
- f. To minimize distractions from teaching, address student behavior problems, and enforce the school district's student disciplinary process, utilizing police involvement when the student's conduct violates the law and, even then, if possible, the SRO should be backup to an arrest rather than the principal arresting officer; and,
- g. To provide access to appropriate educational records and data to the SRO as needed in accordance with the permissions allowed by the Family Educational Rights and Privacy Act (FERPA), as codified at 20 U.S.C. Section 1232g; 34 CFR Part 99); and,
- h. To provide access to schools by law enforcement officers while they are on duty, when appropriate, and in compliance with federal and state laws as well as applicable TUSD policies and regulations; and,
- i. To promote the integration of law-related education into the classrooms and direct staff development of teachers and SRO involved in the delivery of Law Related Education ("LRE") as defined in Article IV(B) of this Agreement; and,
- j. To ensure that a teacher is present at all times during the LRE to assist the SRO in a classroom presentation about law enforcement and safety related education; and,
- k. To facilitate collaboration between the SRO and other school personnel on school-wide safety strategies such as staff trainings, emergency response planning, needs assessment, and prevention programming; and,
- l. To provide time at regular staff meetings and trainings for the SRO to deliver the mutually agreed upon LRE for school staff; and,
- m. To provide instruction relevant to school-wide prevention safety related updates as needed; and,
- n. To develop a planned strategy to communicate to the community the content and enforcement of TUSD policy; and,
- o. To complete an SRO performance assessment once per semester and share that information through an end-of-the-semester

meeting with the SRO's supervisor including discussion of successes and concerns; and,

p. To develop a collaborative relationship with the SRO while allowing the SRO to function independently and while recognizing that the SRO serves as a resource to the students and staff.

2. TPD agrees:

- a. To identify the functions of SRO, which will include instruction, advice, security and law enforcement; and,
- b. To deploy or redeploy officers for a specified time period, which includes current and future programs, including, but not limited to, opportunities for TUSD-TPD staff cross-training in law enforcement education, drug abuse prevention education, conflict resolution, chronic attendance, truancy and other law enforcement related program activities; and,
- c. To provide overall coordination and supervision of officers on the school grounds. TPD retains all legal and regulatory rights of control, supervision, retention and assignment of its personnel whether on or off-duty, in furtherance of this Agreement; and,
- d. To keep the peace and promptly investigate and prosecute crimes in accordance with TPD rules and procedures, and to the extent permitted by law, with TUSD policy and in accordance with the Juvenile Court Collaborative Task Force guidelines for schools in when to contact law enforcement; and,
- e. To provide an officer or officers to serve as the SRO to be present on the listed TUSD school campuses, as mutually determined by the parties; during designated school hours on the dates and times that the ADS schools are in session as set forth on the TUSD 2017-2018 calendar; and,
- f. To provide instruction to and supervise the officer or officers serving as SRO to perform in accordance with the terms of this Agreement which instruction shall include, but is not limited to, the following directives:
 - i. To work with Principals and/or Principal's Designee to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities; and,
 - ii. To serve as a member of the School Safety Assessment and Prevention Team; and,
 - iii. To utilize expertise and agency resources for intervention and prevention of potential crime; and,
 - iv. To collaborate with school personnel on school-wide safety strategies (e.g. staff trainings, emergency response planning, needs assessment, and prevention programming); and,
 - v. To build relationships with students, parents and staff that promote a positive image of law enforcement; and,
 - vi. To provide a minimum of 140 hours of Law-Related Education (LRE) per year in a format and amount of time mutually determined by the parties which may possibly include universal classroom instruction, classroom instruction to ongoing cohort groups of students, instruction to school staff and school community, planning and preparation for LRE instruction, and/or collaboration with teachers to integrate LRE into their curriculum in a format to be presented directly by the teacher. In this regard, the SRO shall not be used to provide one-on-one or group counseling at the school; and,
 - vii. To serve as a positive role model for students, administrators and the school community.

Jeff Coleman, Director of School Safety, will be present for questions.

BOARD POLICY CONSIDERATIONS:

LEGAL CONSIDERATIONS:

For all Intergovernmental Agreements (IGAs), Initiator of Agenda Item provides the name of the agency responsible for recording the Agreement after approval:

For amendments to current IGAs, Initiator provides original IGA recording number:

Legal Advisor Signature (if applicable)

BUDGET CONSIDERATIONS:

_____ District Budget
_____ State/Federal Funds

Budget Certification (for use by Office of Financial Services only):


Date 10/19/17
I certify that funds for this expenditure in the amount of \$292,374.00 are available and may be:

Other		X Authorized from current year budget Authorized with School Board approval Code: Fund:
<u>Budget Cost</u>	<u>Budget Code</u>	
292,374.00	515.100.2670.6330.5095.90001.5095	

INITIATOR(S):

Robert S. Ross, Jr., General Counsel		10/19/17
Name	Title	Date

DOCUMENTS ATTACHED/ ON FILE IN BOARD OFFICE:

ATTACHMENTS:
Click to download
 TPD SRO IGA 2017 2018 TUSD

TUCSON UNIFIED SCHOOL DISTRICT	BOARD AGENDA ITEM CONTINUATION SHEET
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