



## Governing Board Agenda Item

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Meeting Date: May 14, 2026

From: Thomas Bogart, Chief Financial Officer

Subject: Intergovernmental Agreement with Town of Marana for School Resource Officers

Priority: To ensure that students are safe, known, and valued

Consent  Action  Discussion

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### Background:

The School Safety Grant was initially awarded in spring 2023. This three-year grant provided funding through the Marana Police Department for two School Resource Officers (SRO), one at Marana Middle School and one SRO at Marana High School. This renewed agreement is intended to support the extension of SRO support, at no cost, to Marana Unified School District schools.


The importance of having Marana Police presence on campus is considered valuable to both the police department and the District. SROs are members of the law enforcement community who teach, counsel, and protect the school community. When SROs are integrated into a school system, the benefits can extend beyond reducing violence in schools. The SROs often build relationships with members of the school community while serving as a resource to students, teachers, and administrators to solve problems.

To facilitate this agreement, the Town of Marana legal department drafted the attached Service Agreement.

The Intergovernmental Agreement has been approved by our legal counsel. The agreement term is for three years, at which time the District will submit for the School Safety grant again.

### Recommended Motion:

I move that the Governing Board approve the School Safety Program Intergovernmental Agreement with the Town of Marana for School Resource Officers.

Approved for transmittal to the Governing Board:   
Dr. Daniel Streeter, Superintendent

*Questions should be directed to: Thomas Bogart, Chief Financial Officer  
Phone: (520) 682-4749*

# SCHOOL SAFETY PROGRAM INTERGOVERNMENTAL AGREEMENT

Between  
MARANA UNIFIED SCHOOL DISTRICT  
And  
THE TOWN OF MARANA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between MARANA UNIFIED SCHOOL DISTRICT NO. 6, a political subdivision of the State of Arizona ("District"), and the TOWN OF MARANA, an Arizona municipal corporation ("Town"). The District and the Town may be referred to herein individually as a "Party" and collectively as the "Parties."

## RECITALS

WHEREAS, pursuant to A.R.S. §§ 11-952 and 15-154, public agencies may enter into intergovernmental agreements for joint or cooperative action; and

WHEREAS, the District has been awarded funding through the Arizona Department of Education ("ADE") School Safety Program ("SSP") for the purpose of placing School Resource Officers ("SROs") on school campuses to promote safe and effective learning environments; and

WHEREAS, the SSP requires the District and its partnering law enforcement agency to enter into an annual intergovernmental agreement that defines the roles, responsibilities, and operational expectations of each Party; and

WHEREAS, the Town is authorized and willing to assign sworn law enforcement officers to serve as SROs in accordance with SSP requirements; and

WHEREAS, the Parties desire to collaborate to enhance school safety through prevention, intervention, and relationship-based policing consistent with SSP requirements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

## SECTION 1. PURPOSE

1.1 The purpose of this Agreement is to establish the terms and conditions under which the Town will assign SROs to District campuses and to define the responsibilities of each Party in compliance with SSP requirements.

1.2 This Agreement is intended to support a comprehensive school safety program that includes prevention, intervention, law-related education, and relationship building.

## **SECTION 2. TERM and TERMINATION**

2.1 This Agreement shall commence on July 1, 2026, and shall terminate on June 30, 2029, unless earlier terminated as provided herein.

2.2 The District's continued participation in this Agreement is subject to receiving funds from the School Safety Program Grant through the Arizona Department of Education. In the event sufficient funds are not received from the Grant or sufficient appropriations and authorization are not approved by the District's Governing Board, or if the Arizona Department of Education revokes authorization or appropriation of the Grant or the District's Governing Board revokes authorization or appropriation at any time, this Agreement shall terminate upon the District's written notice to the Town. The Town shall accept the District's decision about sufficient appropriations and authorization, which shall be final.

2.3 Either Party may terminate this Agreement upon thirty (30) days' written notice due to: (a) Loss of funding; (b) Material non-compliance, or (c) No cause.

## **SECTION 3. ASSIGNMENT OF SCHOOL RESOURCE OFFICERS**

3.1 The Town shall assign two (2) full-time SROs to the District as follows: (a) One (1) SRO assigned to Marana High School; and (b) One (1) SRO assigned to Marana Middle School.

3.2 Each SRO shall: (a) Work forty (40) hours per week during the school year (a period of 10 months); (b) Be present on campus a minimum of eighty percent (80%) of the time while school is in session; (c) Remain an employee of the Town and subject to the Town's supervision and policies.

3.3 When school is not in session, the assigned officers shall return to their Town law enforcement agency functions.

3.4 Absent an emergency, the SROs shall not be called away from their designated schools. If the SROs are called away for police business (not including mandatory training, meetings or crisis), the District shall not be invoiced for that time. If the SROs are absent due to sick, vacation, personal or other leave, the District shall not be invoiced for that time.

## **SECTION 4. SCHOOL SAFETY PROGRAM COMPLIANCE**

4.1 The Parties agree to comply with all applicable SSP requirements as established by A.R.S. § 15-154 and as described more fully in the School Safety Program Guidance Manual, including but not limited to: (a) Establishment and participation in a School Safety Program Team (SSPT); (b) Development and implementation of a Continuous Improvement Plan; (c) Maintenance of SRO Activity Logs; (d) Completion of annual required training; and (e) Participation in ADE program evaluation.

4.2 The SSPT shall meet at least quarterly and shall use data-driven decision making to guide program implementation.

4.3 Each SRO shall perform duties consistent with the three SSP roles: (a) Law Enforcement Specialist; (b) Law-Related Educator; and (c) Positive Role Model/Mentor.

## **SECTION 5. DISTRICT RESPONSIBILITIES**

The District shall:

- 5.1 Retain sole responsibility for student discipline and school policy enforcement;
- 5.2 Provide adequate office space, equipment, and access necessary for SROs to perform their duties;
- 5.3 Ensure a certificated teacher is present during all law-related education instruction;
- 5.4 Conduct an annual performance assessment of each SRO and provide the assessment to the Town;
- 5.5 Participate in the selection process of SROs;
- 5.6 Establish and maintain the SSPT and Continuous Improvement Plan;
- 5.7 Ensure compliance with applicable laws, including FERPA and IDEA;
- 5.8 Facilitate integration of SROs into the school community and support collaboration with staff, including school-wide safety strategies such as staff trainings, emergency response planning, needs assessment and prevention programming.
- 5.9 Notify the officers of any special needs of students in order to assist the officers in recognizing and accommodating behaviors that may be manifestations of the student's disability.

## **SECTION 6. TOWN RESPONSIBILITIES**

The Town shall:

- 6.1 Employ, supervise, and compensate SROs assigned under this Agreement;
- 6.2 Ensure SROs maintain Arizona Peace Officer Standards and Training (AZPOST) certification;
- 6.3 Provide appropriate training, supervision, and continuity of SRO assignments;
- 6.4 Maintain activity logs documenting SRO duties and time on campus;
- 6.5 Provide replacement officers if necessary to maintain program continuity;
- 6.6 Ensure SROs fulfill SSP roles and responsibilities.

## **SECTION 7. JOINT RESPONSIBILITIES**

The Parties shall:

- 7.1 Collaborate on implementation of the SSP and school safety strategies;
- 7.2 Review SRO activity logs and performance data;
- 7.3 Maintain ongoing communication between District administration and Town supervisors;
- 7.4 Meet at least once per semester to review program performance and compliance.

## **SECTION 8. OFFICER OPERATIONS**

8.1 SROs shall: (a) Maintain daily activity logs; (b) Participate in SSPT meetings; (c) Support emergency planning and drills; (d) Engage in prevention programming and community collaboration.

8.2 SROs shall not: (a) Serve as school disciplinarians; or (b) Perform duties unrelated to SSP requirements, such as routine school staff assignments.

## **SECTION 9. COMPENSATION**

9.1 The District shall reimburse the Town for the full cost of salary and benefits of assigned SROs. The SROs' compensation shall be established by the Town.

9.2 The Town shall submit monthly itemized invoices to the District.

9.3 Payment shall be due within thirty (30) days of receipt of invoice.

9.4 Late fees may be assessed in accordance with mutually agreed terms; however, SSP funds shall not be used to pay late fees.

9.5. Any equipment provided by Town shall remain the property of Town and any equipment provided by District shall remain the property of District.

## **SECTION 10. TRAINING REQUIREMENTS**

10.1 The following personnel shall complete annual SSP-required training: (a) District Administrator; (b) Site Administrator; (c) Agency Supervisor; and (d) SROs.

10.2 Failure to comply with training requirements may impact SSP funding eligibility.

## **SECTION 11. RECORDS AND REPORTING**

11.1 SRO activity logs and related records shall be maintained and made available upon request.

11.2 All records related to this Agreement shall be retained for a minimum of five (5) years.

11.3 The District shall participate in ADE program evaluation activities.

## **SECTION 12. CONFIDENTIALITY**

12.1 The Parties shall comply with the Family Educational Rights and Privacy Act (FERPA) and all applicable confidentiality laws.

## **SECTION 13. DISPUTE RESOLUTION**

13.1 The Parties shall first attempt to resolve disputes through good faith discussions.

13.2 If unresolved, disputes shall proceed to mediation prior to litigation.

13.3 Venue for any legal action shall be in the Superior Court of Arizona in Pima County.

## **SECTION 14. INSURANCE AND LIABILITY**

14.1 Each Party shall maintain insurance coverage as required by law.

14.2 Each Party agrees to indemnify and hold harmless the other Party to the extent permitted by law for claims arising from its own acts or omissions.

## **SECTION 15. EMPLOYEES and WORKERS' COMPENSATION**

15.1 Except as otherwise provided by law, in the performance of this Agreement both Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers or associates of each other. The employees, agents or subcontractors of one Party shall not be deemed or construed to be employees or agents of the other Party.

15.2 Notwithstanding the foregoing, Employees performing work under this Agreement shall be deemed employees of both Parties for workers' compensation purposes in accordance with A.R.S. § 23-1022.

15.3 The primary employer shall be solely responsible for payment of workers' compensation benefits.

15.4 Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E).

## **SECTION 16. NON-DISCRIMINATION AND LEGAL COMPLIANCE**

16.1 The Parties shall comply with all applicable federal, state, and local laws, rules, and regulations.

## **SECTION 17. FINGERPRINTING AND BACKGROUND CHECK**

17.1 The Town represents and warrants that it will ensure that each officer assigned to perform services on District property pursuant to this Agreement will be fingerprinted and successfully complete a background check performed by the Town before such assignment.

## **SECTION 18. LEGAL WORKER REQUIREMENTS**

18.1 The Parties warrant their respective compliance with all federal immigration laws and regulations relating to their respective employees and each Party respectively warrants its respective compliance with Arizona Revised Statutes § 23-214, subsection A. Any breach of the warranties under this paragraph will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

## **SECTION 19. CANCELLATION**

19.1 The Town and the District acknowledge that this Agreement is subject to cancellation by either Party pursuant to the provisions of A.R.S. § 38-511.

19.2 Each Party recognizes that the performance by either Party under this Agreement may be dependent upon the appropriation of funds to or by that Party. Should either Party fail to appropriate the necessary funds, that Party may terminate this Agreement as stated herein without further duty or obligation. Each Party agrees to give notice to the other Party as soon as reasonably possible after the unavailability of funds comes to the Party's attention.

## **SECTION 20. FERPA COMPLIANCE**

20.1 Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

## **SECTION 21. APPLICABLE LAW**

21.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. **SECTION 22. NOTICES**

22.1 All notices required under this Agreement shall be in writing and delivered by certified mail or hand delivery to the following:

DISTRICT:

Marana Unified School District No. 6  
11279 W. Grier Road  
Marana, AZ 85653  
Attn: Superintendent

TOWN:

Town of Marana  
11555 W. Civic Center Drive  
Marana, AZ 85653  
Attn: Town Manager

**SECTION 23. ENTIRE AGREEMENT**

23.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements.

23.2 This Agreement may only be amended by a written document signed by both Parties.

**SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

MARANA UNIFIED SCHOOL DISTRICT NO. 6

By: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Superintendent Date: \_\_\_\_\_

APPROVED AS TO FORM:



Legal Counsel for District

TOWN OF MARANA

By: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Mayor Date: \_\_\_\_\_

APPROVED AS TO FORM:

Legal Counsel for Town