

# **DUCHESNE COUNTY SCHOOL DISTRICT AND ROOSEVELT CITY SCHOOL RESOURCE OFFICER AGREEMENT**

THIS agreement effective this 3<sup>rd</sup> day of October, 2023, by and between ROOSEVELT CITY (hereinafter referred to as the “City”), and Duchesne County School District (hereinafter referred to as “District”), City and District are collectively referred to as the “Parties” herein.

WHEREAS, Utah State Code §53G-8-703 gives an LEA the option of contracting with a local law enforcement agency for the services of a school resource officer; and

WHEREAS, District qualifies as an LEA pursuant to Utah State Code §53E-1-102; and

WHEREAS, Roosevelt City is willing to provide services pursuant to Utah State Code §53G-8-703; and

WHEREAS, District is willing to share in the cost of the school resource officer; and

WHEREAS, the Parties hereof find it to be in their mutual best interests as well as the best interest of the community to formalize an agreement for the services of a school resource officer.

NOW THEREFORE, the parties hereto agree that:

## **I. Purpose**

The purpose of this Agreement is to establish the role and responsibilities of the School Resource Officer (“SRO”) and to clarify relationships between the City and District to support an efficient and cohesive relationship between the parties and between police officers and the youth of the community.

## **II. Mission**

The mission of both parties to the Agreement is to protect the youth of the community and to help maximize their potential by providing a safe and secure environment for their educational and social development. Also, to reduce youth-related criminal activity on or about District’s property.

## **III. Financing**

City will provide a properly certified and fully equipped officer of its Police Department to serve as the SRO for the Roosevelt Schools within the District. Said officer shall remain an employee of City. City will provide compensation to the officer including, but not limited to: salary, payroll taxes, workers compensation insurance, benefits, work vehicle, uniform, training, equipment, etc.. The Officer shall at all times remain a City employee subject to Roosevelt City’s supervisory authority and well as City’s Policies and Procedures.

It is intended that the District and City will equally share costs for the School Resource Officer, up to a certain limit, for salary, payroll taxes, workers compensation insurance, benefits, and standard RPD issue work vehicle, uniform, training, and equipment. The District shall make an initial annual payment to City for the SRO in the amount of Sixty Thousand Dollars (\$60,000). City shall send an invoice to District on an annual basis upon entering into this agreement and annually thereafter prior to the school year in which services will be provided. Payments to City shall increase each year this agreement remains in effect increased by the Consumer Price Index ("CPI") as determined by the "All Items Index" over the previous 12 months, located at <http://www.bls.gov/news.release/cpi.nr0.htm>. Compensation shall increase each year no less than 3% but no more than 6%. The increase shall be calculated in the May and shall take effect in August.

#### **IV. Term**

This agreement shall take effect on October 3, 2023 and shall continue in operation through the last day of classes in the Spring of 2028.

In the absence of written notice provided to one party by the other, not less than Sixty (60) days in advance of the scheduled agreement termination date, this agreement shall automatically renew for subsequent five (5) year terms known herein as "Extended Term(s)." Extended Terms shall be subject to adjustments in compensation pursuant to Section III herein.

#### **V. Termination**

Either party hereto may terminate this agreement upon Ninety (90) days written notice to the other party.

Roosevelt may terminate this agreement without Ninety (90) days notice for modifications to Utah State Code which contradict the terms of this agreement or emergencies which shall include inability to staff the position. If the agreement is terminated without Ninety (90) days notice, due to an emergency, then City will make a good faith effort to address the emergency and will offer to renew this agreement, on the same terms and conditions, in a timely manner.

#### **VI. Description of General Duties**

The SRO shall serve as 1) a law enforcement officer, 2) an informal educator, and 3) an informal mentor. Roles and responsibilities include:

- a. Provide for and maintain a safe, healthy, and productive learning environment in all assigned schools.
- b. Act as a liaison between the school, the District, and the City regarding issues involving criminal activity at school or school-related events.
- c. Address crime and disorder problems that impact school safety occurring in and around the school.
- d. Be present in the assigned schools of District for as near to Forty (40) hours per week as practical, when classes are in session or during school related activities subject to SRO's

schedule, as set by the Roosevelt City Chief of Police, and sick and/or vacation leave pursuant to City policies and procedures. The Roosevelt City Chief of Police will consult with the Superintendent of Schools, or designee, and will make a good faith effort to accommodate his/her requests, in accordance with the Purpose and Mission of this agreement, when setting SRO's schedule.

e. Improve school climate through positive mentorship and fostering positive relationships within the school community.

f. Support all students and promote educational opportunities for them.

g. Collaborate with other SROs in the County to come up with solutions to problems pertaining to school safety within the District.

h. Attend interagency meetings, as needed.

i. Testify in court proceedings and administrative hearings regarding criminal conduct of students, as needed.

j. Attend regularly scheduled departmental training necessary to maintain peace officer certification.

k. Act as a positive role model to students.

l. Emphasize the use of restorative approaches for addressing negative behavior.

m. Teach the vocational law enforcement class approved by the Utah State Board of Education (USBE) and agreed upon by the Parties.

n. Serve as a member of the school multi-disciplinary threat assessment team.

o. Present to students, faculty, staff, and community members information regarding crime prevention, substance abuse awareness, social media safety, healthy relationships, crisis response, and other topics agreed upon by the parties hereto.

p. Respond to emergency calls for service which are both at the schools in Roosevelt City and on District property throughout the City.

q. Provide input on school policies that address criminal activity and school safety.

r. Subject to all provisions of Utah State Code regarding jurisdiction over juveniles, investigate criminal conduct that has taken place within the school and on school property.

s. Communicate with students, parents, faculty, staff, and local law enforcement agencies.

t. Work with District to ensure that proper data collection and reporting to USBE is taking place.

u. Collaborate with District to connect students with other community interventions available in the local area to support those exposed to violence or trauma.

v. SRO may leave District property for emergencies requiring law enforcement response so long as SRO returns as soon as reasonably practicable.

w. The Roosevelt City Chief of Police shall select the individual to serve as the SRO only after joint discussion with the Superintendent of Schools or designee.

x. Roosevelt City shall, at least annually, seek out and accept feedback from District about an SRO's performance and shall address requests or concerns in a good faith manner.

## **VII. SRO Objectives**

The objectives of this agreement are to create and strengthen the relationship between students, police officers, school administrators, parents, and the community.

The objectives include:

- a. Improving public safety through equitable and unbiased policing.
- b. Increasing interaction between law enforcement the students, District faculty and staff.
- c. Reducing incidents of school violence.
- d. Reducing criminal offenses committed by juvenile offenders.
- e. Developing positive relationships with students, parents, faculty, staff, administrators, and other stakeholders involved with or affected by schools in the community.
- f. Implementing and strengthen programs that will benefit students, schools, the District, and the community.
- g. Providing a safe, inclusive, and welcoming environment for students, staff, and all involved with the District and partnering education agencies.
- h. Enhancing school safety through the use of a multi-disciplinary threat assessment approach.

## **VIII. Mutual Obligations**

a. The Parties understand that the SRO may use any measures to secure school property as followed through established protocols of the Roosevelt City Police Department where a lock-down of a school is required.

b. The parties understand that the release of student records is governed by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g. "School Officials" may access and disclose student records only as authorized by FERPA.

i. An SRO or law enforcement officer may have access to the student's records with written consent from the student's parents or written consent from the student if the student is 18 years of age or older.

ii. As it pertains to student records, SROs are considered “School Officials” and may be provided student information as necessary to perform their duties within the school environment. SROs should only use or maintain the education records they have access to as directed by District (i.e., to meet the purposes as described in this agreement). SROs are not authorized to use the records for purposes outside of what this agreement authorizes or to re-disclose the records to other entities unless there is written consent or District otherwise authorizes it.

1. SROs may have directory information, as defined in District’s policies, to all students, current or former, within the District.

2. SROs may have access to student information of students within their assigned schools, which includes student directory information and any other information, such as class schedules and attendance information, as determined by the school administrator to assist the SRO with successfully completing their assigned duties.

3. When appropriate, the District should notify SROs of any disability of a student involved in a school-based infraction that is not routine discipline to assist the SRO in recognizing and accommodating behaviors that may be manifestations of the student’s disability.

iii. If a significant and articulate threat to health or safety exists, school officials may disclose any information from student records to appropriate parties, including law enforcement, whose knowledge of the information would enable them to protect the health and safety of a student or other individual.

iv. SROs may disclose law enforcement records created and maintained by the SRO to maintain a safe and secure environment for all individuals and property within the schools. Since law enforcement records are not student records, they are not subject to the restrictions of FERPA.

c. Both parties understand that, subject to all provisions of Utah State Law and Juvenile Court rules and practices the SRO will be responsible for enforcing the law and is not responsible for handling routine school discipline issues. Infractions of school rules should be handled by administrators at the school level. SROs should be available to the school for advice, assistance, and consultation. Absent a threat to an individual or public safety, student conduct that occurs on school property involving public order offenses shall be considered school discipline issues to be handled by school administrators. Such offenses include disorderly conduct, disturbance/disruption of schools or school activities; trespass; loitering; profanity; and fighting that does not involve physical injury or a weapon (as defined in Utah Code § 76-1-601(5)).

d. Both parties agree that District shall make calls for service from SRO through dispatch and not directly to the SRO in order for statistical data to be properly collected and stored regarding law enforcement actions. When dispatched to a call for District the SRO shall confer with the designated school administrator to resolve issues related to offenses that are a minor violation of the law and would not violate the law if an adult committed the offense. School officials and the SRO will work together to issue infractions, citations, court referrals, and proved evidence-based alternative interventions according to state code 76-10-105 and 53G-8-211.

e. Both parties understand and agree that the SRO will be involved in school discipline when it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm, and will resolve the problem to preserve the safe school climate.

f. Both parties agree that the SRO will share information with the school's administrator about persons and conditions pertaining to campus safety concerns.

g. Both parties agree that the SRO shall notify parents and school administration as soon as possible before removing a student from campus.

h. Both parties agree that if a student arrest is warranted at school, in a school vehicle, or at a school event, the SRO shall use the least disruptive and the least intrusive manner reasonably available to conduct the student's arrest. The SRO will be accompanied by a school administrator when arresting a student, unless emergency circumstances require otherwise for the safety of the student, SRO, and others.

i. Both parties understand and acknowledge that an arrest of a student may occur on school property or at school-sponsored activities when:

i. The SRO has probable cause to believe that the student has been or is engaged in a crime that:

1. Poses a real or immediate threat of injury to an individual or the public.

2. Constitutes property damage.

3. Involves the possession or use of a controlled substance or weapons; or

ii. The arrest is necessary to execute a warrant that cannot be effectively executed outside of school hours.

j. Both parties agree that the SRO shall notify parents and the applicable school administrator as soon as possible when a student(s) is arrested or issued a citation.

## **IX. Students' Rights**

a. The SRO shall question students in a manner and a time when it has the least impact on the student's instruction so long as the delay in questioning does not interfere with the effectiveness of an investigation.

i. The SRO shall not be included during interviews where the student is suspected of violating the code of conduct where no element of criminal conduct has occurred or where there is not a risk of harm to self or others.

ii. If an SRO is conducting an interview with a student that rises to the level of an in-custody interrogation, the interview must be conducted in accordance with Utah Code Ann. §80-6-206. It should be assumed that a reasonable child subject to law enforcement questioning may sometimes feel pressured to respond to questions when a reasonable adult may feel they are free to go. If a student is "in custody" and subject to an interrogation for an offense, the SRO shall inform the student of their rights and notify the student they have the right to have their parent or legal guardian present during the interrogation. Note: A student may have a "friendly adult"

present during the interrogation if there is reason to believe that the student's parent or legal guardian has abused or threatened the student, or the interests of the student's parents or legal guardians are adverse to the child's interest, including that the parent or legal guardian is a victim or codefendant of the offense alleged to have been committed by the student.

Furthermore, in order for a student to waive their constitutional rights, the parent or friendly adult must be present for the waiver and give their permission for the questioning to continue.

If the SRO has made reasonable efforts to contact the parent or friendly adult and an hour has passed with no success, the questioning may continue if the student waives their constitutional rights.

b. The SRO may conduct or participate in search of a student's person, possessions, or locker where there is probable cause to believe the student has committed or is committing a criminal offense. The SRO shall not ask the school administration or other school employees to search or interview a student to circumvent these protections.

i. A school administrator may conduct a search of a student's person, property, or locker if there is reasonable suspicion to believe the search will produce evidence that the student has violated or is violating school rules or the law.

ii. Absent a real and immediate threat to safety; a school administrator should not ask the SRO to be present or participate in a search conducted by a school administrator.

iii. School administrators and SROs are prohibited from conducting strip searches of students.

c. Nothing in this Agreement is intended to prohibit a student from voluntarily speaking with law enforcement or seeking out assistance from law enforcement. These conversations are intended to build relationships between SROs and students to help develop a healthy learning environment and promote prosocial behaviors.

## **X. Training**

a. District shall reimburse City for all costs and expenses of training requirements specific to SRO duties and functions which are required by Utah State Code. SROs shall be expected to complete an evidence-based training program within the first year of being appointed to a school. The training shall be approved by USBE and may be provided to SROs, school administrators, and school personnel, and may include training on the following topics:

i. Childhood and adolescent development;

ii. Responding age-appropriately to students;

iii. Working with students who have a disability;

iv. Techniques to de-escalate and resolve conflict;

v. Cultural awareness;

vi. Restorative justice practices;

- vii. Identifying a student exposed to trauma and referring the student to appropriate resources;
  - viii. Student privacy rights;
  - ix. Negative consequences associated with youth involvement in the juvenile and criminal justice systems;
  - x. Strategies to reduce juvenile justice involvement;
  - xi. Roles and distinctions between an SRO and other school staff who help keep a school secure;
  - xii. Developing and supporting successful relationships with students;
  - xiii. Legal parameters of searching and questioning students on school property; and
  - xiv. Additional training involving implicit bias and cultural responsiveness as outlined in UCA § 63M-7-208.
- b. SROs are still expected to maintain their 40 hours of mandatory training in addition to the training outlined above per UCA §53-6-202.
- c. In regard to state and federal requirements for school staff training, it is recommended that the City and the District coordinate regarding learning opportunities that are required for all school staff and the professional development that the SRO receives to ensure seamless communication and strategizing for interventions.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement on the dates listed below.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2023.

Roosevelt City

By: \_\_\_\_\_

Roddie I. Bird, Jr., Mayor

ATTEST:

By: \_\_\_\_\_

Rhonda Goodrich, City Recorder

APPROVED AS TO FORM AND COMPATIBILITY

WITH THE LAWS OF THE STATE OF UTAH:

\_\_\_\_\_  
Grant H. Charles, City Attorney



DATED this \_\_\_\_ day of\_\_\_\_\_.

BOARD OF EDUCATION OF DUCHESNE COUNTY SCHOOL DISTRICT

By: \_\_\_\_\_

Tony Smith, Board President

ATTEST:

By: \_\_\_\_\_

Dee Miles, Business Administrator

APPROVED AS TO FORM AND COMPATIBILITY

WITH THE LAWS OF THE STATE OF UTAH:

\_\_\_\_\_

Duchesne County School District Legal Counsel