

June 20, 2023

To: Board of Education

From: Kristina Kindl, Executive Director, Policy and Legal Services

Subject: Agreement Concerning the Funding, Implementation & Administration of Programs Involving Police Officers in Schools

Attached is the proposed school resource officer agreement that the District has negotiated with Salt Lake City and the Salt Lake City Police Department. This document has been in the works for approximately two years and represents the combined efforts of all three parties. It is fully compliant with state law and all applicable settlement agreements.

The intention of the agreement is to strengthen the partnership between the three parties and to ensure the safety of all District stakeholders while they are on District property. The agreement also ensures that there is a robust and comprehensive annual review of how the partnership is functioning and ensures that the reviewing committees gather input and data from a wide variety of sources in making any recommendations for improvement. Also, the agreement addresses some of the concerns that District administrators have had in resolving certain issues and builds in flexibility for addressing any future issues that may arise.

Agreement between Salt Lake City School District and Salt Lake City Corporation

**AGREEMENT CONCERNING THE FUNDING, IMPLEMENTATION & ADMINISTRATION
OF PROGRAMS INVOLVING POLICE OFFICERS IN SCHOOLS**

THIS AGREEMENT, dated as hereinafter set forth, is made by and between Salt Lake City Corporation (hereinafter referred to as the "City"), a municipal corporation of the State, by and through the Salt Lake City Police Department (hereinafter referred to as the "Police Department" or "SLCPD") and the Salt Lake City School District (hereinafter referred to as the "District" or the "School District") (collectively referred to as "Parties").

THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE:** The purpose of this Agreement is to provide a legal means for the Parties to more efficiently and effectively manage their partnership programs involving the provision of school resource officers (hereinafter referred to collectively as "SROs" or individually as "SRO") and one (1) sergeant, assigned by the Police Department to the District's schools and comply with the requirements of Utah Code §§ 53G-8-701 et seq.

Through this Agreement, the Parties intend to accomplish the following:

- a. Provide for the health, safety, and welfare of School District students, personnel, and authorized visitors and volunteers (collectively referred to as the "School District Community").
- b. Provide guidelines for ensuring that the Police Department and the School District have a shared understanding of the roles and responsibilities of each party in maintaining safe schools, improving school climate, and supporting educational opportunities for all students.
- c. Foster interactions, educational programs, and activities that support positive relationships between students and SROs and increase student knowledge of and respect for, the law and the function of law enforcement agencies.
- d. Maintain a safe and secure environment in School District facilities, on School District property, and at School District activities, and ensure that the Parties act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school.
- e. Ensure cooperation with law enforcement officials in their investigation when crimes occur at school.

2. THE ROLES AND RESPONSIBILITIES OF THE SCHOOL RESOURCE OFFICER

- a. The SRO's role is to:
 - i. Work in a cooperative, proactive, problem-solving partnership with the School District to achieve the mission of maintaining a safe, healthy, and productive learning environment for students.
 - ii. Serve as a positive role model and trusted adult for students by initiating positive student interactions and building positive relationships.
 - iii. Work in conjunction with school administrators to prioritize understanding the potential root causes of student behaviors and finding resources and supports to address the behavior as well as the underlying factors.

- iv. Intervene in incidents that would--if ignored--place an individual at risk of harm; de-escalating situations whenever possible. Recognize that the disciplining of students is the responsibility of school administrators and/or the School District and not that of the SRO.
- v. Be on the school behavior or administrative team, including a school or district-level threat assessment team.
- vi. Walk the halls and campus during passing time and encourage students to attend class.
- vii. When time permits, stand near the main entrance and greet students as they come into the building in the morning or as they leave at end of the day.
- viii. Walk the school campus perimeter regularly to encourage students to attend class and to respond to trespassers.
- ix. Identify students in need of positive non-law enforcement-related resources or supports for:
 - 1) Improving problem-solving skills
 - 2) Controlling violent behaviors
 - 3) Improving social skills
 - 4) Addressing substance use or abuse
 - 5) Addressing other areas of concern
- x. Understand that, absent a real and immediate threat to an individual or to public safety, student conduct that occurs on school property or during a District sanctioned event and involves public order offenses including, but not limited to: disorderly conduct; disturbance/disruption of schools or school activities; loitering; profanity; and fighting that does not involve physical injury or a weapon shall be considered school discipline issues to be handled by school administrators.
 - 1) The above provision applies to students enrolled in the school at which the conduct occurs. SROs may address the conduct of students who are not enrolled in the District school where the conduct is occurring and are engaging in public order offenses, including but not limited to disorderly conduct, trespass, etc.,
- xi. Attend all required SRO and SRO/Administrator trainings with District administrators.
- xii. Attend school or District faculty trainings about code of conduct, discipline, and de-escalation when invited and available.
- xiii. Become familiar with and understand the School District's student conduct and discipline policies and administrative procedures, which emphasize the use of restorative approaches to address behaviors and is designed to minimize the use of law enforcement intervention.
- xiv. Facilitate with the SLCPD gang outreach unit/specialist, and with the District, informational sessions for District personnel on current gang identifiers and trends and identify resources and supports for how to engage with and support gang-involved students and families.
- xv. Teach a vocational law enforcement class (upon District request, and if there are sufficient resources to do so).
- xvi. Take reasonable actions to protect the lives and property of the School District and the School District Community on school property.
- xvii. Identify problems concerning public safety issues within the schools, develop problem-solving strategies about those identified issues with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators, staff, and appropriate district personnel.

- xviii. Understand the difference between administrative and disciplinary issues and criminal actions.
- xix. Work with the School District and school administrators to engage the school, families, businesses, and the community in problem-solving and developing solutions to identified public safety issues. This will enable the Police Department and the School District to form valuable partnerships and promote ongoing continued relationships that will benefit the community and improve community perceptions of law enforcement.

3. SRO PROCEDURES

- a. The SRO is responsible for enforcing the law while recognizing that it is solely the responsibility of school administrators to handle routine discipline issues and infractions of school rules.
- b. The SRO should be available to school administrators for advice, assistance, and consultation.
- c. In responding to calls for assistance at one of the District's behavior units, which serve students receiving special education services, the SRO will be accompanied by a SLCPD Youth Support Specialist if at all possible.
- d. When an SRO becomes aware of criminal activity by a student that is occurring, has occurred, or the SRO has cause to believe is likely to occur on the school property, the SRO should confer with the appropriate school administrators as further provided herein:
 - i. If the criminal activity is a felony level offense, the SRO will investigate and, if appropriate, refer any resulting felony level offenses to juvenile court and make reasonable attempts to notify the principal and/or any designated school administrator within 24 hours of the referral.
 - ii. If the criminal activity is a class C misdemeanor, an infraction, a status offense (as the term is defined in Utah Code § 53G-8-211 or its successor provision), or an offense that is truancy, the SRO shall refer the conduct to the principal and any designated school administrator for appropriate action, if any.
 - iii. For any other criminal activity, the SRO shall confer with the principal and/or any designated school administrator prior to proceeding with any criminal enforcement.
- e. Notwithstanding paragraph 3.d.iii., the Parties may develop additional protocols on specific offenses or common scenarios that they frequently encounter to address the handling of those matters more efficiently. Any such supplemental protocol must be approved by the Chief of Police and the Superintendent of Schools ("Superintendent").
- f. The Parties have agreed that SROs will address trespassing issues in accordance with paragraph 2.x.1. above.
- g. In cases where an arrest or issuing of a citation is necessary, the SRO will consult with school administration to take any necessary action in a manner that is the least disruptive to the educational environment.
- h. Notwithstanding any other provision of this Agreement, SROs will only arrest a student on school property, in a school vehicle, or at school-sponsored activities
 - i. when 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 possession or use of drugs, alcohol, or weapons; or

- ii. when necessary to execute a warrant that cannot be effectively executed outside of school hours.
- i. If a student is issued a citation or arrested, the SRO shall notify the student's guardian(s) and school administrator as soon as possible.
- j. SROs may conduct investigatory stops or detentions of students on school property or at school-sponsored events only when the officer has reasonable suspicion to believe that the student has been, is, or is about to be engaged in the commission of a crime. Absent exigent circumstances, such stops and detentions should be limited.
- k. Stops and detentions of students on school property or at school-sponsored events will be governed by applicable state and federal law and Police Department Policy.
- l. Whenever practicable, SROs are encouraged to contact their supervisor to resolve questions regarding search and seizure issues prior to electing a course of action.
- m. If an SRO or law enforcement officer wants to interview/question a student at school during school hours, such access is governed by Section II of the S-7: Administrative Procedures, Law Enforcement Access to Students and Student Records, and must be coordinated with the principal or designated school administrator prior to the interview and/or removing the student from class.
 - i. School principals will provide SROs or law enforcement officers with immediate access to students for interviews under the following conditions:
 - 1) The principal is presented with a warrant, subpoena, or legal order that cannot be effectively executed outside of school hours.
 - 2) Exigent circumstances exist; or
 - 3) The SRO or law enforcement officers is conducting a child abuse investigation.
 - ii. If access is denied under the provisions listed in Sections 3.l. the Parties shall utilize the procedures set forth in Section 3.o. of this Agreement.
 - iii. In the absence of any of the circumstances listed in Section 3.l. above, the principal must use their discretion to decide if an interview should proceed. Refer to Section II of the S-7: Administrative Procedures, Law Enforcement Access to Students and Student Records for factors to be considered in making this decision. Such access may not be unreasonably denied. In the event of a dispute between the principal and SRO/law enforcement officer about whether access should be provided, the Parties shall utilize the procedures set forth in Section 3.p. of this Agreement.
 - iv. Absent exigent circumstances, interviews of students by SROs and other law enforcement personnel about matters unrelated to school should generally be conducted away from school after school hours.
- n. In any instance in which it becomes necessary for an SRO and/or SLCPD officer to detain, question, or search a minor student on school property or at a school sponsored activity, the SRO and/or SLCPD officer will ensure that an adult guardian or school administrator is present at all times, except in the case of exigent circumstances.
- o. Except when an emergency or exigent circumstance exists, the SRO and school administrator should work together to determine when such questioning should take place in order to ensure the least amount of disruption to the learning and the educational environment.
- p. If there is a disagreement between the principal and the SRO/law enforcement officer regarding access to a student, the following procedure shall be followed:
 - i. The principal shall contact the School District's General Counsel to respond to

- the SRO/law enforcement officer.
- ii. The SRO/law enforcement officer shall not argue with the principal to resolve the issue but will instead speak to the School District's General Counsel.
- iii. If the situation cannot be resolved between the SRO/law enforcement officer and the District's General Counsel, then the SRO/law enforcement officer shall contact the Deputy Chief (or their designee) who oversees the SROs to facilitate resolution.
- iv. Notwithstanding the above process, if the District and the SLCPD are at an impasse over access to a student, and exigent circumstances exist to lawfully detain a student, SLCPD officers may exercise their discretion to detain the student. Such exigent circumstances shall be clearly articulated and documented on body camera and in a written report and shall be reviewed by the Deputy Chief (or their designee) who oversees the SROs.
- q. The SRO will notify their immediate supervisor, and the school principal or the principal's designee when absent from work due to illness, training, vacation, or an agency emergency.
- r. The SRO will notify their immediate supervisor and the SLCPD's Chief Communications Officer of any event that could cause media representatives to inquire about a newsworthy incident.
- s. The SRO will maintain communications with supervisors, school administration, and school safety personnel, and to be responsive to messages and requests from School District personnel.

4. THE ROLES AND RESPONSIBILITIES OF THE SCHOOL ADMINISTRATOR

- a. The school administrator will:
 - i. De-escalate school-based incidents whenever possible.
 - ii. Handle routine administrative and school discipline (code of conduct) issues within the school without involving the SRO in an enforcement capacity (issuing citation) unless the administrator determines SRO involvement is necessary to address a serious and immediate threat to the physical safety of the School District Community.
 - iii. Notify SRO if a student they are responding to or with whom they frequently interact has a physical or mental disability and/or has an Individualized Education Program ("IEP") and/or may require special consideration, treatment or accommodation.
 - iv. Request SRO assistance in cases of criminal conduct on school campus of persons other than students enrolled at that school.
 - v. Assist with SRO-initiated investigations and actions as needed.
 - 1) In determining whether an SRO may interview a student on district property, the administrator must follow the procedures outlined in Section II of the S-7: Administrative Procedures, Law Enforcement Access to Students and Student Records.
 - vi. Document in PowerSchool any tickets, citations, or arrests that SROs have reported. When appropriate, discuss with the SRO whether the underlying actions have any school-based ramifications.
 - vii. Attend all required SRO/Administrator trainings.
 - viii. Arrange meetings with the SROs as needed.
 - ix. Invite SROs to school-site trainings about school code of conduct, discipline, de-escalation, and restorative practices.
 - x. Participate in any agreed upon data collection process to provide ongoing

feedback to District, City, and Police Department designees, for the purpose of improving practice and evaluating the effectiveness of District/SRO partnership.

- xi. Participate in and/or create authentic opportunities for the SRO and school administration to meet with parents, guardians, and community members throughout the school year.
- xii. Provide a workspace and a place for each SRO to store materials and personal effects at their location of assignment.
- xiii. Provide students with classroom equipment and supplies for classes taught by SROs.

5. ROLES AND RESPONSIBILITIES OF THE SCHOOL DISTRICT

- a. The Salt Lake City School District will:
 - i. Provide the Police Department a list of School District points of contact to facilitate SRO partnership communication, indicate main point of contact and provide an updated list to all parties when changes to that list occur.
 - ii. Provide time for all administrators and SROs to attend a joint training at the beginning of the school year, as well as regular required trainings and meetings throughout the year.
 - iii. Work in conjunction with the SRO Supervisor to place each SRO in the school for which they are best suited. In consultation with the SLCPD, the School District reserves the right to request the removal/reassignment of any SRO for any reasonable cause, after other attempts to correct the problem have been explored. The Police Department shall consider the School District's input when determining the removal or reassignment of any SRO, but the Police Department shall have the final decision concerning the removal or reassignment of any SRO.
- b. In the unlikely event that a situation arises wherein the School District believes that the presence of a particular SRO constitutes a direct and immediate threat to the safety and well-being of the School District Community, the School District may direct the SRO to leave the premises and not return until the School District has resolved the issue with either the Police Department or the particular SRO.

6. ROLES, OBLIGATIONS & RESPONSIBILITIES OF THE CITY AND POLICE DEPARTMENT

- a. The City will pay the costs for police officers to support the SRO Partnership after the School District has contributed its budgeted funds for SRO services, subject to annual appropriation by the City. The City will also furnish any equipment state law requires for the operation of the SRO Partnership, or that the Parties agree is necessary for the success of the SRO Partnership.
 - i. On occasion the School District or its schools may choose to employ part-time officers to provide extra security at schools and school events, such as dances or sporting events.
 - 1) These officers will be paid for by the District. Arrangements may be made through the school's assigned SRO. The school administration, the SRO, and the SRO Sergeant will work together to determine the anticipated number of officers needed to work the event safely.

- 2) Pay for part-time officers is a minimum of 4 hours at \$45 per hour. When part-time work is in high demand the rate of pay may need to be increased to fill these positions.
 - b. The Police Department and School District will mutually determine the working hours of the SROs supporting the SRO Partnership and will take into account the academic calendar of the school where each SRO is assigned. Unless agreed upon otherwise, the hours of SRO availability will be during normal school hours while the school of assignment is in session. Adjustments outside these regular hours shall be by mutual agreement in writing between school administration and the Police Department designee.
 - i. SROs are frequently required to work longer than their scheduled time in order to finish police cases from that same day. Occasionally SROs will be called out after hours to deal with situations that arise.
 - ii. Extended shifts and callouts will be arranged and approved through the Officers' Supervisor, and the overtime will be paid by the Police Department.
 - c. It is clearly understood, acknowledged, and agreed upon by the Parties that SROs supporting the SRO Partnership are City employees recruited and employed by the Police Department. The SROs' salaries, payroll taxes, payroll-based expenses, including worker's compensation insurance, and benefits are a shared responsibility. See Reimbursement by School District section below. The City shall be responsible for all other costs and matters associated with employing and maintaining the SROs (i.e., accounting, automobile, uniforms, training, equipment, etc.).
 - d. Notwithstanding anything to the contrary herein, all scheduling, deployment and supervision of the SROs supporting the SRO Partnership will be the responsibility of the Police Department. SRO schedules and approved time off will prioritize SROs being present during the hours and days that schools are in session.
 - e. The Police Department reserves the right to remove/reassign any SRO and will provide notification of such removal/reassignment to the School District as soon as practicable.
 - f. The Police Department reserves the option to substitute police officers when any regularly scheduled SRO is not available to support the SRO Partnership. Notification of any such changes will be provided to both the School District as well as the affected school principal(s) as soon as practicable.
 - g. Any substitute or part-time police officers taking on the role of an SRO must undergo the minimum required training for that purpose, as determined and mutually agreed upon by the Police Department and the District.
 - h. When special events or circumstances occur that are beyond the control of the City, SROs may be removed from their assigned schools without replacement for the duration of the special event. In such instances, the City will respond to emergency situations or criminal acts in a reasonable manner.
 - i. The SRO supervisor will maintain regular communication with school and District administrators, City designee and District designee throughout the year to evaluate the performance of services provided by SROs.

7. MUTUAL OBLIGATIONS & RESPONSIBILITIES

- a. The Police Department and School District are jointly responsible for selecting the schools that are served by SROs. These decisions will be based on school need, student enrollment numbers, funding, and available Police Department staffing. While the primary placement of SROs will be at middle or high schools, each SRO will also be assigned to specific elementary schools for support as needed.

- b. All SROs will know the location and contact information for each of their assigned schools and be familiar with the administrators at that site. When staffing allows, SROs will have regular rotations with their assigned elementary schools for the purpose of building positive law enforcement relationships with students and the school community.
- c. The Police Department and School District understand the importance of ensuring that each SRO embraces their school role, works collaboratively with school and district administrators, and understands the unique culture of their assigned school(s). Therefore, selection of SROs assigned to the SRO Partnership will be made through a collaborative process between the Police Department and the School District.
- d. Unless otherwise required by law or agreed by the Parties, SROs, must meet the following minimum qualifications:
 - i. They must be sworn and certified peace officers and should ideally have at least two years of law enforcement experience.
 - ii. They must possess an even temperament and set a good example for students.
 - iii. They must possess communication skills that would enable them to function effectively within the school setting:
- e. Notwithstanding the foregoing, the Police Department Commander who oversees the Police SROs shall have the final decision as to the placement of each SRO. The Police Department and the School District retain all their respective rights and obligations.
- f. At least once annually, the Police Department and School district should meet to discuss and review the performance of the currently assigned SROs.

8. SRO/SCHOOL ADMINISTRATOR TRAINING AND PROFESSIONAL DEVELOPMENT

- a. The Police Department, City, and School District are all responsible for providing high-quality training for SROs and School Administrators. The City Designee, the SLCPD Designee, and the District Designee will jointly lead and oversee the process.
- b. All training and professional development opportunities will include agreed-upon methods of collecting participant data for the purpose of evaluating effectiveness and improving practice.
- c. The initial SRO/Administrator training will be provided and completed by the beginning of the academic year. For key portions of this initial training, SROs will attend together with the school administrators of their assigned school.
- d. The topics of the initial pre-school year training may include (but are not limited to):
 - i. An overview of childhood and adolescent development
 - ii. Techniques for working with youth
 - iii. Techniques for de-escalating and resolving conflict
 - iv. The origins and impact of implicit bias
 - v. An overview of the role and responsibility distinctions between the SRO and school administrator
 - vi. Understanding student privacy rights
 - vii. Understanding SRO responsibilities under the Fourteenth Amendment student privacy rights
 - viii. Understanding the legal parameters of searching and questioning students on school property
- e. School administrators and SROs throughout the district will attend scheduled meetings/training sessions for the purpose of:
 - i. Communicating and collaborating with other schools and district personnel
 - ii. Problem-solving and troubleshooting with colleagues across the district
 - iii. Asking questions about, or clarifying the roles of SRO and the administrator

- iv. Sharing concerns, pitfalls, and successes as they relate to the Partnership
- v. Offering feedback about various aspects of the partnership
- vi. Examining and discussing best practice scenarios in various situations (both real and hypothetical)
- vii. Continued training in key topics
- f. The topics for additional trainings scheduled throughout any given school year may include but are not limited to:
 - i. Understanding adverse childhood experiences (“ACES”) and learning how to identify and support students who have been exposed to violence or experienced trauma
 - ii. Restorative practices (understanding and using restorative approaches in the school setting)
 - iii. Developing and supporting successful relationships with students
 - iv. Using age-appropriate approaches and responses to students
 - v. Developing cultural awareness/cultural humility
 - vi. Working with and supporting students with disabilities.
 - vii. Understanding the negative consequences and stigmatization associated with youth involvement in the juvenile and criminal justice systems
 - viii. Understanding strategies for reducing juvenile justice involvement
 - ix. Building an awareness and understanding of the resources available for students at the school, district, and city level and learning how to refer students to those resources
 - x. Teaching SROs what student data they have access to and how to access it
- g. Should additional training be required by laws, ordinances, court orders, or other contractual agreements, the Police Department, School District and City designees shall jointly ensure that such training is provided and occurs.

9. RESPECT FOR STUDENT RIGHTS:

- a. In the absence of exigent circumstances, the SRO shall inform school administrators prior to conducting any lawful search.
- b. An SRO may conduct or participate in a search of a student’s person, possessions, or locker only in accordance with the law and SLCPD Policy.
- c. The SRO shall not ask school administrators or other school employees to interview or search a student’s person, possessions, or locker in an effort to circumvent these protections.
- d. A school administrator may conduct a search of a student’s person, possessions, or locker only where there is a reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating either the law or the rules of the school, and the search is justified in scope given such suspicion.
- e. Absent a real and immediate threat to an individual or public safety, a school administrator shall not ask an SRO to be present or participate in a search conducted by a school administrator.
- f. No provision in this Agreement is intended to prohibit a student from voluntarily speaking with law enforcement. Other conversations between SROs and students will be on the premise of building relationships to help develop a healthy learning environment and promote prosocial behaviors.
- g. If an exigent circumstance or immediate threat exists, a school administrator or SRO may question a student about criminal conduct or conduct a search of a student’s person and possessions. School administrators and SROs are prohibited from

- conducting strip searches of students.
- h. An SRO shall not use physical force or restraints on a student, including handcuffs, tasers, mace, or other physical or chemical restraints unless the student's actions pose an imminent threat, or the student is subject to arrest.

10. SRO ACCESS TO EDUCATIONAL RECORDS AND VIDEO:

- a. SRO access to student educational records, including video, is governed by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g et seq., 34 CFR Part 99, and Student Privacy and Data Protection Act ("SPSDA"), Utah Code § 53E-9- 101 et seq. (See also, Board Policy S-7, Law Enforcement Access to Students and Student Records, and its accompanying administrative procedures.)
- b. SROs shall not be given individual accounts access to the District's surveillance video system; all access to surveillance video must be coordinated through a School District administrator.
- c. When an event caught on video appears to be of criminal nature, the District's Records Officer will be asked to save and store that portion of the video in case criminal charges are filed later.
- d. School administrators shall allow SROs to inspect and copy any public records, including directory information, maintained by the schools to the extent allowed by law.
- e. The School District will designate SROs in accordance with FERPA and SPDA in order to ensure that SROs have lawful access to a quick look-up screen on the School electronic student database; the quick look-up screens include student schedules, student grades, absences, and attendance records. SROs will only be provided with access to the records of those students at the schools to which the SRO is assigned.
- f. If exigent circumstances are present and non-public student information is needed in an emergency to protect the health or safety of the student or other individuals school administrators shall disclose to the SRO only that information that is needed to respond to the emergency situation based on the seriousness of the threat; the need for the information to address the emergency situation; and the extent to which time is of the essence. If there is a dispute about access to such information, the Parties shall refer to the process outlined in Section 3.p.
- g. If an SRO needs confidential student record information or access to video footage, but no emergency exists, the information may be released as allowed by law.
- h. If exigent circumstances are present and access to video footage is needed in an emergency to protect the health or safety of the student or other individuals, school administrators shall provide the SRO with immediate access to the school video footage in order to respond to the situation. If there is a dispute about access to specific video footage, the Parties shall refer to the process outlined in Section 3.p.
- i. Records, videos, or files which the SRO creates and maintains for law enforcement purposes rather than school disciplinary purposes are not student education records and are not protected by FERPA or SPDPA. These law enforcement unit records are within the sole control of the Police Department, but may, in accordance with state law, be shared in certain circumstances with the School District under Utah's Governmental Records and Access Management Act.
- j. Notwithstanding any of the above, if an SRO or SLCPD law enforcement officer presents a warrant, subpoena, or court order for specific educational records or video

- k. recordings, those items shall be provided to the SRO or SLCPD law enforcement officer as soon as practicable.

11. SPECIAL CONSIDERATIONS FOR POLICE DEPARTMENT/SCHOOL DISTRICT:

- a. Although SROs work in conjunction with the school staff, they report directly to the Police Department assigned sergeant on any law enforcement matters and will follow the Police Department command structure.
- b. The School District acknowledges that SROs are required by Police Department policy and procedures to attend mandatory trainings and/or meetings. When within their power, SROs will make every effort possible to schedule these trainings outside of their regular school hours.
- c. Although SROs remain employees of the Police Department, SROs are required to be on the campus of the school(s) they are assigned to unless performing duties directly related to the Police Department or an assignment from the SRO Sergeant.

12. SRO SCHEDULE AND ASSIGNMENTS

- a. Unless there is a mutual agreement to the contrary, SROs will be in their contracted schools or schools for eight hours per day as per the School District's academic calendar. During non-school days, SRO schedules will be managed through the Police Department. However, the Police Department and the School District will mutually determine any hours and days that SRO services will be provided to the School District outside of the regular school year calendar.
- b. On short school days or short school weeks, the Police Department and School District designee may negotiate a schedule adjustment to allow SROs to be available for meetings or trainings outside their regular workday.
- c. The School District or school administrator may occasionally request that an SRO work additional time (outside of their regular 40 hours per week). The request must be approved by the Police Department designee, and upon approval, the SRO will be compensated or reimbursed by the School District for the additional cost associated with that coverage.

13. OVERSIGHT COMMITTEE & COMMUNITY OUTREACH

- a. For the purpose of joint administration and continuous evaluation of the effectiveness of the ongoing Partnership, the Parties agree to participate in an oversight committee (the "Committee"). The Salt Lake City Mayor, the Chief of Police, and the Superintendent shall each assign a designee who shall be a member of the Committee. The District and the City/Police Department shall each have additional representation on the Committee as follows:
 - i. The District shall select one of each of the following to serve on the committee:
 - 1) High School Administrator
 - 2) Middle School Administrator
 - 3) Elementary School Administrator
 - ii. The City/Police Department shall select one of each of the following:
 - 1) A member of SLCPD's executive administration
 - 2) An SRO or the supervisor of the SRO team
 - 3) A member of the City's Commission on Racial Equity in Policing
 - iii. The City/Police Department and the District may each select an additional member who shall either be a parent or guardian of a student enrolled in the

- district or is a student enrolled in the district.
- b. This committee will meet at least twice a year (including once prior to the beginning of the school year and once at the end of the school year).
 - c. The committee will work together to:
 - i. Collect and analyze data, including but is not limited to the following data:
 - 1) SRO and Administrator fulfillment of respective MOU Partnership responsibilities
 - 2) School citations and arrests
 - 3) Other key areas identified by the committee
 - ii. Develop mutually agreed upon, research-based protocols for collecting, reviewing and analyzing data as it relates to all agreed upon categories of focus.
 - d. The committee will create and publish a yearly report public report that will include a review and analysis of the following:
 - i. School-based diversions
 - ii. Interventions and arrests/citations
 - iii. Areas of success
 - iv. Areas in need of improvement
 - v. Other pertinent data for the examination of the Partnership
 - vi. Committee-created data-based goals and a plan of action for the following academic year.
 - e. The committee will maintain a simple and accessible way for community members to provide ongoing feedback and concerns about law enforcement contact with students in School District schools.

14. Ad-Hoc Committee for 2023-2024 School Year

- a. The Parties acknowledge that the Utah State Legislature has passed legislation requiring the School District to collect certain data that may impact the oversight committee's data collection, analysis, and reporting. As a result of these legislative changes, the Parties agree to form, by December 2023, an ad hoc committee (the "Ad-hoc Committee") for the 2023-2024 school year, comprised of up to three District representatives, three City representatives, and three SLCPD representatives. The Ad-hoc Committee will review and analyze the data the District is now required to collect and present findings and recommendations (hereafter collectively referred to as "Recommendations") to the Superintendent, Mayor, and Chief of Police. These Recommendations may address whether the oversight committee is analyzing the appropriate data to evaluate:
 - i. The effectiveness of school-based diversions,
 - ii. The effectiveness of interventions and arrests/citations,
 - iii. The effectiveness of the SRO/Administrator training as it relates to school climate,
 - iv. The measurement of growth in knowledge and skills of the participants in the SRO/Administrator training,
 - v. Areas where the SRO program is succeeding or could be improved, and
 - vi. Whether there are gaps in data collection preventing the complete evaluation of the effectiveness of the program.
- b. Subsequent to the presentation of the Recommendations, the term of the Ad-hoc Committee may be extended by the mutual agreement of the Parties set forth in a lawfully executed amendment to this Agreement.

15. REIMBURSEMENT BY SCHOOL DISTRICT:

- a. School District's Cost of SRO Partnership/Invoicing and Payments. For each school year covered by this Agreement, the School District agrees to pay, and the City agrees to accept--as full and complete compensation to the City for SRO Partnership- - an amount equal to 50% of the 12-month salary of the assigned SROs. For the term of this Agreement and subject to available staffing, ten SROs will be provided to the School District, inclusive of the sergeant. The City agrees to invoice the School District on a prorated, monthly basis during the school year. Invoicing for the last month of the contract period will include adjustments to the total to reflect any pay changes that may have occurred during the contract billing period. Invoices for the School District's portion of the cost-sharing arrangement are due and payable in full upon receipt.
 - i. Any additions to SRO staffing requested by the School District during the term of this Agreement will be billed to the School District on a prorated monthly basis based on 50% of the additionally assigned officer pay.
- b. Fund Availability. The City and the School District acknowledge that: (i) neither party irrevocably pledges present cash reserves for payment in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either party. The Parties understand and agree that any expenditure of the City shall extend only to funds appropriated by the City Council for the purpose of this Agreement, encumbered for the purpose of Agreement, and paid into the treasury of the City.

16. TERM/MISCELLANEOUS PROVISIONS

- a. Term:
 - i. This Agreement shall be effective for three (3) years unless it is terminated or amended as provided herein. The term of this Agreement begins July 1, 2023, and ends June 30, 2026. Service days will be determined by the individual school calendar where SROs are assigned.
 - ii. Any extension of this Agreement is subject to annual appropriation of funds by both the City and the School District.
- b. Assignment: The School District shall not assign or otherwise transfer this Agreement or any right or obligation hereunder without prior written consent of the City.
- c. Termination:
 - i. The City may terminate this Agreement with the School District for the City's convenience upon thirty (30) days written notice to the School District without compensation to the School District.
 - ii. The School District may terminate this Agreement with the City for the School District's convenience upon thirty (30) days written notice to the City without compensation to the City except for services actually performed prior to the termination or during the thirty (30) day notice period.
- d. Property: No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.
- e. Integration: This Agreement is a completely integrated agreement and contains the entire agreement between the Parties. Any prior written or oral agreements or representations regarding this Agreement shall be of no effect and shall not be binding

on the School District or the City. Further, the School District and the City acknowledge and agree that this is a negotiated text agreement, that as such no term shall be construed against the School District as the author thereof.

- f. No Third-Party Beneficiary: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person or entity. Any third-party receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.
- g. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing and executed by duly authorized representatives of the Parties.
- h. Local Concern: The Parties agree and acknowledge that the activities contained in this Agreement are matters of local concern only, and that the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this Agreement shall be construed as matters of statewide concern.
- i. Liability of The Parties: The provision of services under this Agreement is for the benefit of both Parties to the Agreement. The Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. Sections 63G-7-101 to -904, as amended (the "Act"). Subject to and consistent with the terms of the Act, each party shall be liable for its own negligent acts or omissions, or those of its authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and no Party shall have any liability whatsoever for any negligent act or omission of any other Party, its employees, officers, or agents. No Party waives any defenses or limits of liability available under the Act or any other applicable law. Immunity and damage caps provided by the Act are expressly preserved and retained. The Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement.
- j. No Liability For Breach Or Termination:
 - i. The School District shall have no claim or action at law against the City for breach or termination of this Agreement by the City, and the School District expressly waives and releases the City from any claim or action at law or equity under, or resulting in any manner from, this Agreement.
 - ii. The City shall have no claim or action at law against the School District for breach or termination of this Agreement by the School District, and the City expressly waives and releases the School District from any claim or action at law or equity under, or resulting in any manner from, this Agreement.
 - iii. All questions with respect to the constructor of this Agreement and all rights and liability of the Parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Salt Lake County, State of Utah.
- k. Electronic Signatures and Electronic Records: The School District consents to the use of electronic signatures by the City. The Agreement and other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the

ground that it is an electronic record or electronic signature or that it is not in its origin form or is not an original.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Agreement on the dates indicated below.

(SIGNATURE PAGES TO FOLLOW)