Ivins City Staff Report
City Council Meeting 12/19/2024

Agenda Item: Discuss and consider approval of a School Resource Officer for Vista School.

Submitted by: Jaron Studley, Chief of Police

Recommended City Council Action:
Approve expenditure of $25,462.20 (½ of total amount, this budget year $12,731.10)

BACKGROUND:
Utah State Legislature passed House Bill 0084 on May 01, 2024, which requires that all State, Charter, and Private schools to have a school resource officer, an armed security guard or a school guardian. HB 0084 includes provisions that emphasize the need for law enforcement in school settings. The bill encourages collaboration between schools and local law enforcement to ensure that schools are compliant with updated safety standards, such as fire safety, emergency communication systems, and adequate response procedures.

FINDINGS AND ANALYSIS:
Vista Charter School has requested that the Santa Clara-Ivins Police Department provide a School Resource Officer, offering to reimburse a portion of the associated costs. Having an SRO on-site would help the school meet these safety and compliance goals, reducing risks and improving emergency preparedness. Schools throughout the area with lesser student counts incorporate an SRO program with their respective cities and have had great success with student relations, education, and critical incident event planning.

SUPPORT MATERIALS:
SROs provide more than just security. They help prevent criminal behavior, intervene in student conflicts, and build positive relationships with the youth. HB 0084 places a focus on proactive safety measures, which aligns with the role of SROs in schools to deter potential threats, whether from outside or within the student body.

FINANCIAL IMPACT:
Ivins City would be required to pay for 20% of the salary and 20% of the benefit package of the SRO. This amount would be reviewed annually by Vista School and Ivins City to ensure the contract agreed upon meets both entities' needs. Additionally, the police department will need to employ one full-time officer to continue to meet the staffing needs and maintain the level of services to the residents of both Ivins City and Santa Clara.

Respectfully Submitted:

Jaron Studley, Chief of Police

Content Review:

Dale Coulam, City Manager

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES

BETWEEN IVINS CITY AND VISTA SCHOOL

This Agreement is made and entered into this [DATE] by and between the Ivins City, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and Vista School (hereinafter referred to as "School").

1. Purpose of the Agreement

The purpose of this Agreement is to provide for the assignment of a School Resource Officer (SRO) from the Santa Clara – Ivins Police Department to serve at Vista School, to enhance safety and security and to provide law enforcement-related educational programs.

2. Term of the Agreement

Upon approval from the Ivins City Council, this Agreement shall commence on [START DATE] and shall remain in effect until the last day of the scheduled school year.

3. Responsibilities of the City

- The City shall assign one (1) full-time SRO from the Santa Clara – Ivins Police Department to Vista School, on school days where school children are on site.
- The SRO will remain an employee of the City and will report to both the Santa Clara - Ivins Police Department and the School Principal for duties related to this Agreement. In case of conflicting instruction or duties, the SRO will default to Santa Clara-Ivins Police Department's direction and will follow all department policies and procedures.
- The City shall provide necessary uniforms, equipment, and a police vehicle for the SRO to perform duties. Any property purchased for the use of an SRO by the school shall remain the property of the school.
- The SRO will conduct law enforcement and public safety duties at the school, including but not limited to: criminal investigations and crisis response. However; the SRO shall be available to the city if an emergency response is required. The SRO will not conduct disciplinary investigations or be involved in any disciplinary actions involving Vista School students or staff.
- The school resource officer who is hired under the contract will jointly complete the school resource officer training with the building principal or designee described in UCA 53G-8702.
- The City shall accept an MOA Addendum (attached) to meet Utah code **53E-9-309** Data Privacy and Student Records FERPA requirement.

4. Responsibilities of Vista School

- Vista Charter School agrees to provide office space and necessary resources such as a telephone and computer for the SRO.
- The School will facilitate cooperation between the SRO and school staff to develop educational programs on topics such as crime prevention, bullying, and drug awareness.

- The Principal will serve as the on-site contact for the SRO and will ensure coordination between the School and the City.
- The principal at the school where a school resource officer will be working, or the principal's designee, will jointly complete the school resource officer training described in Section 53G-8- 702.

5. Payment for Services

Vista School agrees to pay the City 80% of the compensation of a median wage Police Officer 2 and 80% of the total benefit package, each year, per school year (August through May) for the SRO's services. This amount will be evaluated annually to ensure the cost of the SRO is met. Payment shall be made in two equal installments, the first in December and the second in May, within 30 days of receipt of an invoice from the City.

6. Renewal

This agreement shall renew for successive five (5) year periods unless a Party exercises section 7 Withdrawal/Termination.

7. Withdrawal/Termination

Either party may withdraw from this Agreement without cause by providing written notice to the other party at any time, which will terminate this agreement at the conclusion of the school year. The notice of withdrawal shall be a resolution of the participants' legislative body, signed by its executive, and shall be addressed to each participant's legislative body.

8. General Provisions

- **Non-Discrimination:** Both parties agree not to discriminate on the basis of race, gender, religion, or any other protected category.
- **Governmental Immunity**: Nothing in this Agreement shall be deemed a waiver of the governmental immunity rights of either party, including the SRO.
- **Third-Party Beneficiaries**: This Agreement does not create any third-party beneficiaries.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Ivins City	**Vista School**	**Chief of Police**
By: _____	By: _____	By: _____
Title: _____	Title: _____	Date: _____
Date: _____	Date: _____	

Addendum:

Memorandum of Agreement (MOA - Data Privacy)

This Memorandum of Agreement ("MOA"), executed and effective as of the _____ day of _____, 20____, is made by and between Ivins City organized and existing under the laws of (the "City"), and VISTA SCHOOL, a public school system organized and existing under the laws of the State of Utah (the "School"), recites and provides as follows:

****Recitals****

The City and the School are parties to a certain agreement entitled "_____" (hereafter referred to as the "Agreement"). In connection with executing and delivering the Agreement, the parties wish to make this MOA.

The parties agree that the purpose of these terms and conditions is to ensure compliance with the Family Educational Rights and Privacy Act (FERPA) and the overall privacy and security of student Personally Identifiable Information (PII) (hereafter referred to as "Student Information" or "Data"). These purposes include but are not limited to: (a) identifying the City as an entity acting on behalf of the School in performing functions a School employee would otherwise perform; and (b) establishing procedures to protect PII, including security protocols and responses to security breaches.

****NOW, THEREFORE,**** for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

****Agreement****

The following provisions shall be incorporated into the Agreement:

1. ****<u>Confidentiality Obligations Related to VISTA SCHOOL Student Records</u>****
   The City agrees to maintain, in strict confidence and trust, all VISTA SCHOOL student records containing PII, hereafter referred to as "Student Information." Student Information shall not be disclosed to any resource or entity outside the intended purpose of the Agreement.

   The City shall ensure that each officer, director, employee, and other representative with access to VISTA SCHOOL Student Records during the term

of the Agreement (collectively, the "Authorized Representatives") maintains the strict confidentiality of all Student Information. The City shall take all reasonable steps to ensure that no Student Information is disclosed to any person or entity except those who: (a) are Authorized Representatives of the City performing functions for VISTA SCHOOL under the Agreement and have agreed to be bound by its terms; (b) are authorized representatives of VISTA SCHOOL; or (c) are legally entitled to such information from the City pursuant to federal and/or Utah law. The City and its Authorized Representatives shall use Student Information solely for purposes related to fulfilling the City's obligations under the Agreement.

The City shall:

- Designate an Authorized Representative responsible for ensuring confidentiality of Student Information.
- Train Authorized Representatives on confidentiality responsibilities as required by federal and Utah law.
- Maintain a list of Authorized Representatives with access to Student Information at all times.

2. **<u>Other Security Requirements</u>**

The City shall implement and maintain technologies, policies, procedures, and practices necessary to secure and protect the confidentiality and integrity of VISTA SCHOOL student information, including but not limited to:

- Establishing and securing user IDs and passwords.
- Protecting user passwords from detection and unauthorized use.
- Preventing hostile or unauthorized intrusions that could lead to data corruption or denial of service.
- Preventing and detecting computer viruses.
- Minimizing system downtime.
- Notifying VISTA SCHOOL of planned system changes impacting data security.
- Returning or destroying VISTA SCHOOL data as specified in retention schedules.
- Notifying VISTA SCHOOL of any data storage outside the U.S.
- Enabling immediate recovery of data to the previous business day in case of system failure.

The City shall guarantee that VISTA SCHOOL data will not be sold to, accessed by, or moved to any third parties.

In the event of a security breach, the City shall:

- Immediately take steps to contain and close the breach.
- Notify VISTA SCHOOL within 24 hours of the City's knowledge of the breach, including its cause, actions taken, and the affected Student Information.
- Inform the affected student (or their legal guardian if the student is a minor).
- Provide compromised data for review and work with VISTA SCHOOL on communications to affected parties, including prior review of any press releases.
- Cooperate with VISTA SCHOOL in taking customary measures to remediate the breach, which may include providing customer support and monitoring services as necessary.
- Provide information, records, and witnesses needed for any governmental investigation or litigation regarding the breach.
- Notify VISTA SCHOOL within 24 hours of receiving notice of any lawsuits or investigations related to handling of VISTA SCHOOL data.

Compliance with these standards may be verified by VISTA SCHOOL or its agent during the Agreement's term. The information shall be used solely for intended purposes and not shared, sold, or moved to other companies or organizations.

3. ****Disposition of VISTA SCHOOL Data Upon Termination of Agreement****
   Upon expiration or earlier termination of the Agreement, the City shall promptly deliver to the School, or expunge, all required VISTA SCHOOL student/staff data. The City acknowledges that it and its Authorized Representatives, solely for purposes of accessing VISTA SCHOOL data, shall be deemed school officials of the School and maintain all data in compliance with relevant confidentiality laws. The non-disclosure obligations of the City and its Authorized Representatives regarding VISTA SCHOOL data shall survive the Agreement's termination. The City shall indemnify and hold harmless the from any loss, claim, cost (including attorneys' fees), or damage arising from breaches of these obligations.

4. ****<u>Representations and Warranties</u>****
   The City represents and warrants that:
   - It has full authority to execute the Agreement and this MOA.
   - The Agreement and this MOA are valid and binding obligations, enforceable per their terms, except as limited by laws affecting creditor rights and equity principles.

- Execution and compliance with the Agreement and MOA do not violate or require consent under any agreement or court order applicable to the City.

5. **<u>Governing Law; Venue</u>**
   Notwithstanding any provision in the Agreement to the contrary: (a) the Agreement shall be governed by Utah state laws, without reference to conflict of law principles; and (b) any unresolved disputes shall be decided by a court of competent jurisdiction in Utah.

<u>IN WITNESS WHEREOF</u>, the parties have executed this Addendum through their duly authorized officers, effective as of the date first written above.

[**The City**]_____

By: _____
(Signature)

[Printed Name]_____

[Title] _____

U.S. Department of Justice
Office of Community Oriented Policing Services

COPS
Community Oriented Policing Services
U.S. Department of Justice

Fact Sheet

www.cops.usdoj.gov

School Resource Officers and School-based Policing

A school resource officer (SRO) is a career law enforcement officer assigned in a community policing capacity to a local educational agency. SROs work in collaboration with schools and community-based organizations to provide a positive and visible law enforcement presence on school campuses. SROs have four major roles:

- **Law Enforcement.** SROs address crime and disorder in and around school campus. SROs strive to employ non-punitive techniques when interacting with students, using citation and arrest only as a last resort under narrow circumstances.
- **Informal Counselor.** SROs build relationships with students and act as liaisons to community services for youth and families.
- **Educator.** SROs teach students about crime prevention and safety, drug awareness, conflict resolution, and other topics related to law enforcement and the legal system.
- **Emergency Manager.** SROs develop and implement emergency preparedness policies, including comprehensive school safety plans, and coordinate with first responders in an emergency. SROs are integral members of a school threat assessment team.

Developing Your School-Based Partnership

It is essential for law enforcement agencies and schools implementing an SRO program to develop a Memorandum of Understanding (MOU) that clearly documents the roles, responsibilities, and expectations of the SROs, school officials, law enforcement, education departments, students, and parents. A useful MOU documents the program's purpose, all partner roles and responsibilities, and the parameters for information sharing. (Family Educational Rights and Privacy Act (FERPA) laws support SRO and school information sharing to maximize coordinated response and student safety.) The MOU should be reviewed and updated as needed on an annual basis.

Information sharing between SROs and school personnel should include student records when necessary to promote school safety and the physical security of students. The Family Educational Rights and Privacy Act (FERPA) supports such information sharing to maximize coordinated response and positive outcomes.

One essential element of an MOU is the clear prohibition on SROs responding to disciplinary matters. MOUs must clearly indicate that SROs will not be responsible for or involved in routine student discipline. Disciplinary issues are the sole responsibility of school personnel and should be carefully selected and trained.

Selection and training

SRO candidates should be sworn law enforcement officers or deputies with at least three years' work experience and an interest in developing positive, community-oriented relationships with youth and the school community. Candidates should volunteer for the assignment.

Every new SRO should complete an initial training on police work in a school setting. Training should cover youth development, problem-solving and mentoring, positive behavior interventions, and emergency management. In addition, SROs should have annual refresher training to learn about new standards and policies and the most current research. The COPS Office partners with the National Association of School Resource Officers (NASRO) to support local, national, and online training.

Emergency management

SROs are also integral to school emergency preparation and response. In addition to formal prevention measures such as threat assessments and safety plans, SROs can also intervene with students at risk of violence. In an actual emergency, such as an attack or a natural disaster, SROs respond in their law enforcement capacity and act as a liaison between the school and first responders.

School-based Policing

School districts and law enforcement agencies may not be able to sustain assigned SROs in the K-12 setting, but officers and school personnel can still collaborate to increase student safety and reduce crime. Officers can be involved in schools as visiting instructors, coaches, or mentors for programs such as Youth Cadets. Officers can be integral partners in threat assessment and emergency management teams. Officers can also provide support and crime prevention for specific events such after-school sports. Security staff can support safety initiatives but do not replace law enforcement.

Ongoing communication between officers and youth, through either an SRO program or school-based policing, leads to improved trust and mutual respect, which results in a safer school and improved outcomes for students.

What is a School Resource Officer?

Federal statute defines a school resource officer as a career law enforcement officer, with sworn authority, deployed in community oriented policing, and assigned by the employing police department to a local educational agency to work in collaboration with schools and community-based organizations to

- educate students in crime and illegal drug use prevention and safety;
- develop or expand community justice initiatives for students;
- train students in conflict resolution, restorative justice, and crime and illegal drug use awareness.

Resources

Supporting Safe Schools webpage.
https://cops.usdoj.gov/supportingsafeschools

Beyond the Badge: Profile of a School Resource Officer – A film about SRO Ronald Cockrell and the work of SROs, with accompanying discussion guides.
https://cops.usdoj.gov/RIC/ric.php?page=detail&id=COPS-CD050

To Protect and Educate: The School Resource Officer and the Prevention of Violence in Schools – A NASRO publication.
https://nasro.org/cms/wp-content/uploads/2013/11/NASRO-To-Protect-and-Educate-nosecurity.pdf.

Averted School Violence Database – A reporting system that enables law enforcement, school personnel and mental health professionals to share their stories and lessons learned.
https://www.avertedschoolviolence.org/

Readiness and Emergency Management for Schools Center (REMS TA) – A technical assistance hub that provides information, resources, training, and services in the field of campus emergency operations planning.
https://rems.ed.gov/

Protecting Student Privacy: K-12 School Officials – Resources addressing FERPA, including guidance for SROs and school based policing.
https://studentprivacy.ed.gov/audience/school-officials-k-12

Contact the COPS Office

For more information about COPS Office programs and resources, please call the COPS Office Response Center at 800-421-6770 or visit the COPS Office website at www.cops.usdoj.gov.

From: Cade Visser <cvisser@ivinsutah.gov>
Date: December 6, 2024 at 3:46:24 PM MST
To: Rich Rodgers <RRodgers@ivinsutah.gov>
Subject: RE: Agreement Update

$127k for a full year

	Annual Hourly Salary FY24	Annual Wages FY24 Full-Time	Part-Time	Overtime Basis	Total OT	FICA 0.0765	0.2842 Retirement	0.3006 Health Ins		Workers Comp	0.50% of Salary Long-Term Disability	Life / ADD	Grand Total
SRO	31.73	69,298.32		125.00	5,949.38	5,756.45	20,831.07	24,230.76	L	797.63	346.49	100.92	127,311.02

Pro-rated starting in January would be 50% so $63.5k for FY25.

Thanks,

Cade

Notes from Utah Chief of Police Conference, November 2024

Below are a summary of takeaways and notes that I took during the Chief's of Police Mid-Year Conference last month. Several stats caught my attention and the main objective was to inform legislators and stakeholders of the impact SRO's have on schools.

ThreatZero Solutions Presentation for UCOPA__https://threatzero.org/

Response times average just over 3 min. nationally. (SCI- roughly 6.5 minutes)

Ohio- 26 people shot withing the first 3 minutes – LE show up and end encounter with 30 bullets into suspect.

Average age of school shooters is 15

98% male

Uptrend in Violent attacks in the US, Graphs for trends (see photos below)

FBI study finds...

56% of shooters end violence on own accord, (suicide or give up)

13% of shooters are confronted by citizens and restraint stops the acts of violence

3% of shooters killed by police

28% police exchange gunfire with shooter

14.5% of mass shootings are in an educational institution

90% of K-12 shooters are internal threats (student or staff)

10% of K-12 shooters were previous students or staff

80% of shooters start event with a suicidal ideation

57% of attacks originated 25+ months prior to event

100% of school shooters displayed "pre-attack" indicators to friends and family

94% exhibited signs at school

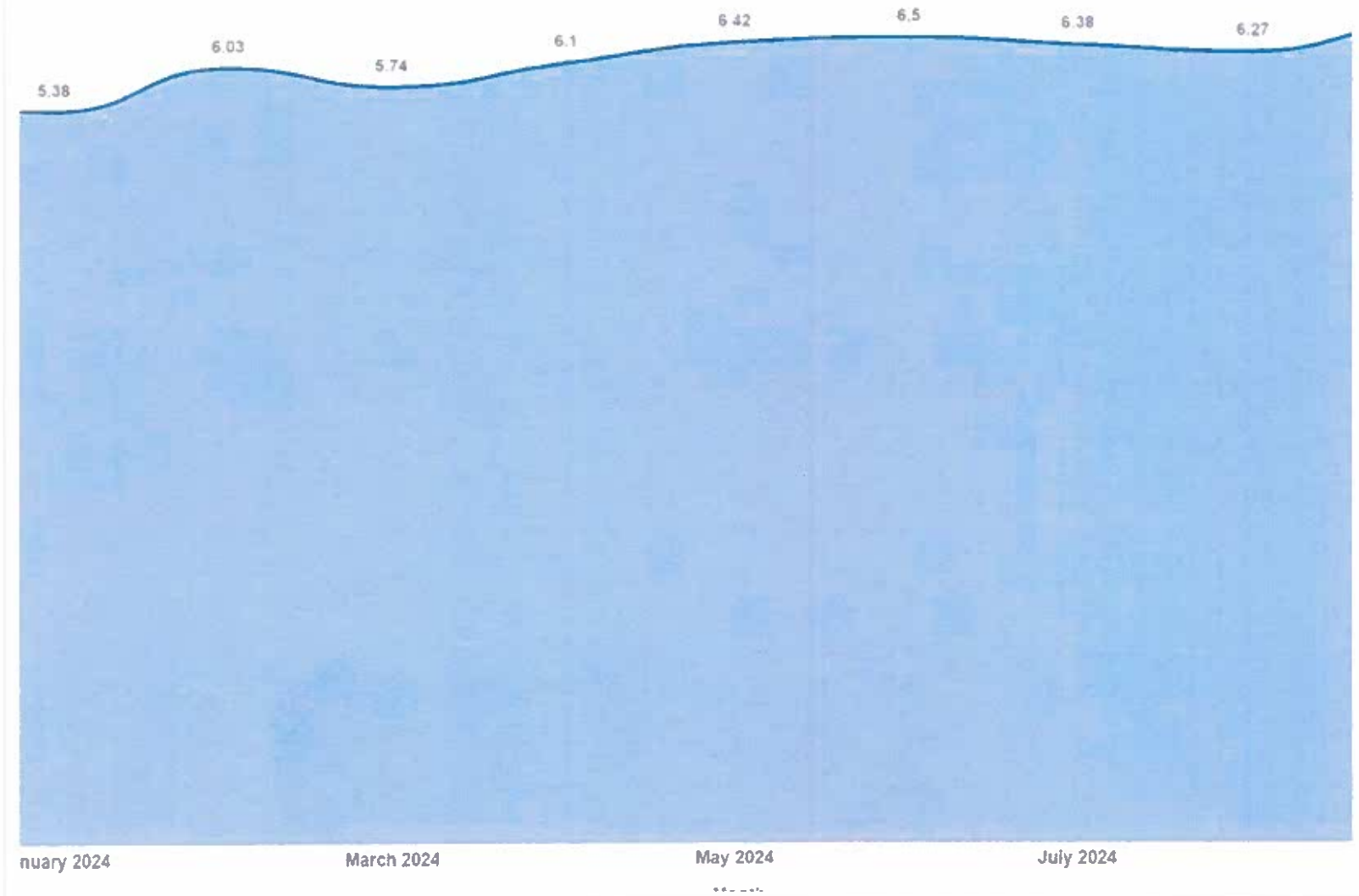
School shooters have typically reached out to 2 individuals' pre-event

40% of attacks happened in January, typically after a break

SRO benefits

*SRO's will be in the school, interacting with students, building relationships and monitoring the school pulse.

SCI response times



*SRO's can act inside of average response times to interdict the shooter, since 90% are inside threats and average age is 15... a student.

*SRO's can be essential in learning the behaviors and routines of students, while being a positive role model to the students they serve. Troubled students often have a negative association with law enforcement due to home life and parental perceptions of law enforcement.

Student Counts

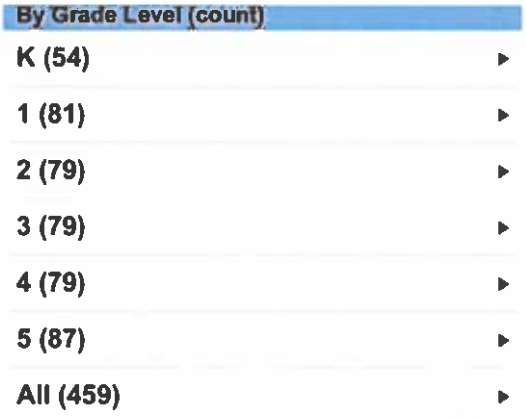
Red Mountain- 445

By Grade Level (count)
K (69)
1 (61)
2 (68)
3 (79)
4 (93)
5 (75)
All (445)

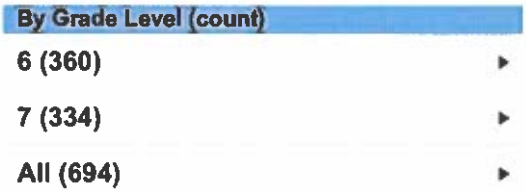
Arrowhead- 519

By Grade Level (count)
PK4 (30)
K (61)
1 (65)
2 (81)
3 (88)
4 (106)
5 (88)
All (519)

Santa Clara- 459



Lava Ridge- 694- SRO



Vista- 1115 + 140 staff

you bet!

We currently have 1115 students grades K-9th grade.

We have approximately 140 staff/faculty.

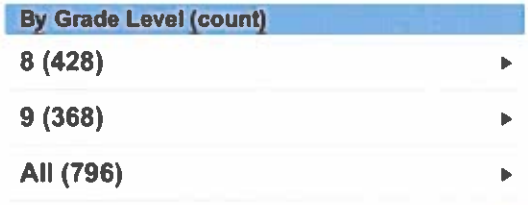
Let me know how else I can support you with this. If you'd like me to attend any council meetings in the future, I'd be happy to do so.

-JB

On Tue, Oct 29, 2024 at 9:24 AM Jaron Studley <JStudley@ivinsutah.gov> wrote:

Hello Principal Blasko. Just a quick question... What are your student numbers and then a total of staff and students at the school during the day? I am putting together the council staff report on the SRO program and feel the need to show an accurate representation of individuals at the school. Thank you- Jaron

SC Middle- 796 + 65 staff- SRO

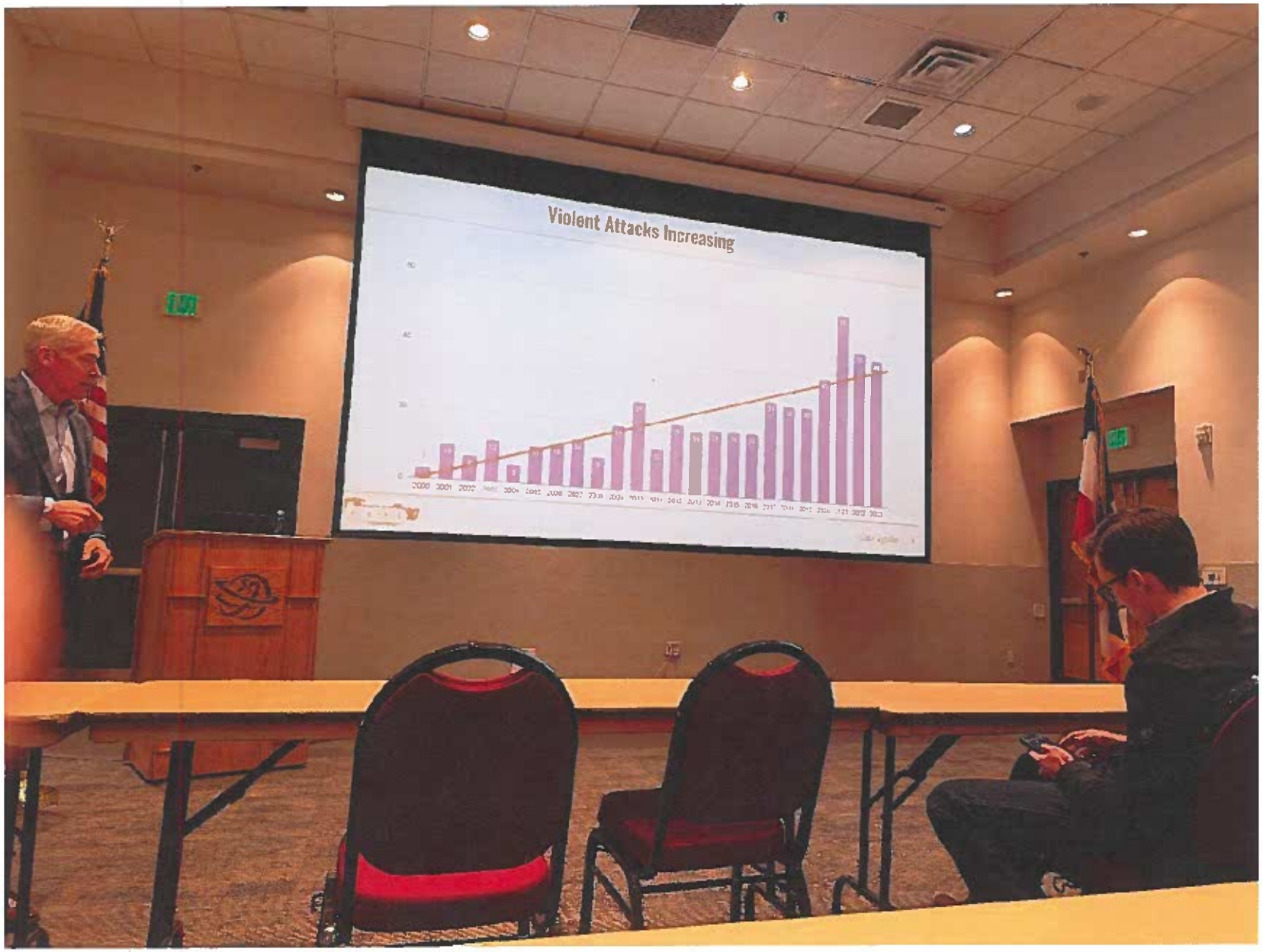


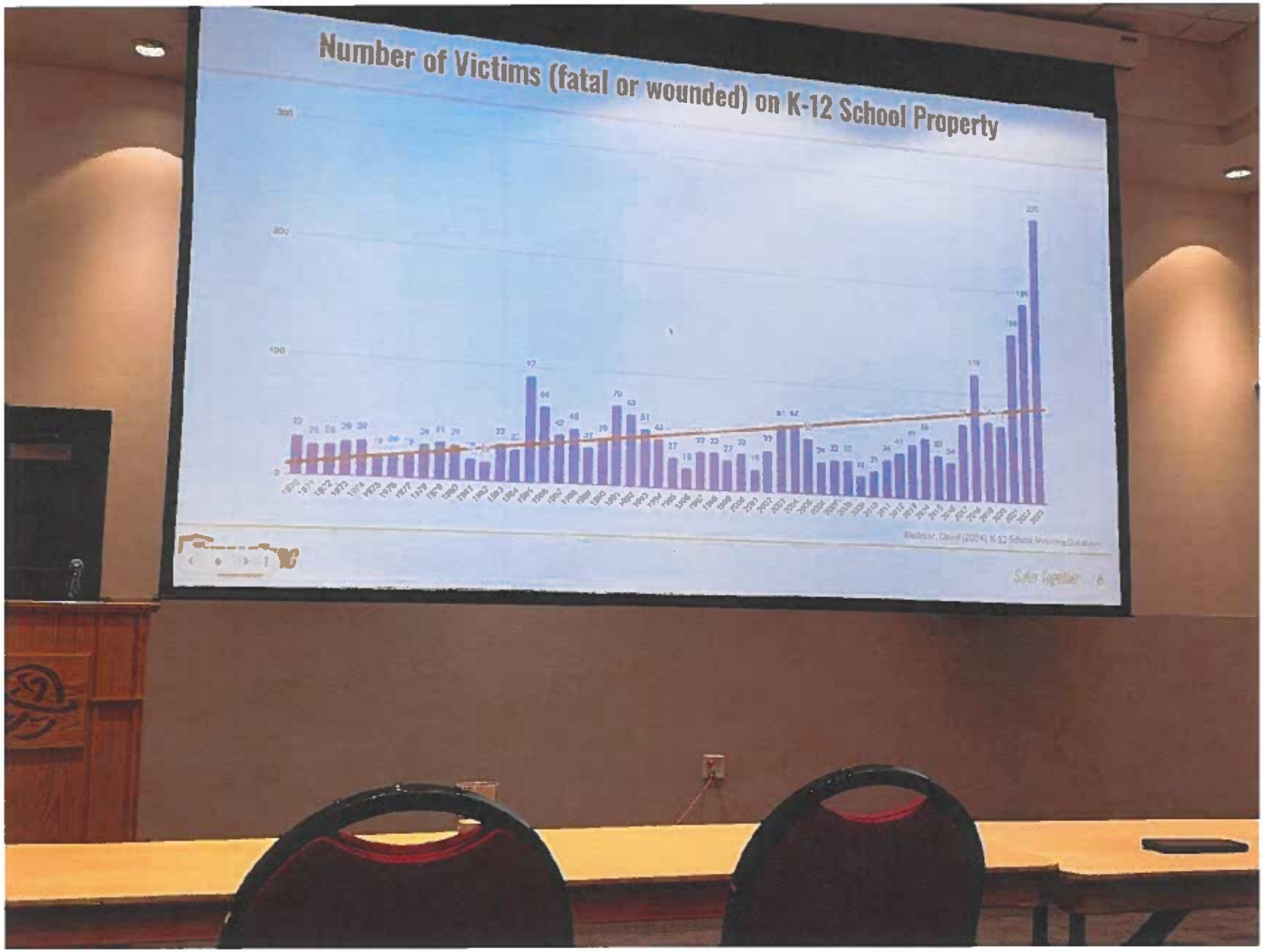
SC High- 1329 +105 staff -SRO

By Grade Level (count)

- 10 (448)
- 11 (456)
- 12 (425)
- All (1329)


Anatomy of School Attacks - Where and by Whom
High Schools
Middle Schools
Elementary Schools
Other
72%
23%
90%
10%
Current Students
Former Students


Violent Attacks Increasing


Number of Victims (fatal or wounded) on K-12 School Property
300
200
100
0
Safer Together


Awareness of Concerning Behaviors Drives Sharing/Reporting
Concerning Behaviors
tressors
Mental health
Financial strain
Job related
Conflicts (friends, school, family)
Substance Abuse
xual stress
minal problems
er
Grievances
Adverse interpersonal action
Adverse employment action
General hatred of others
Adverse governmental action
Adverse financial action
Domestic
Hate Crime
Ideology/extremism
Pathway to Violence
Ideation
Preparation
Breach