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 terminated pursuant to section 7.

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 annual compensation of a median wage Police Officer 2, as determined by competitive wage studies for Utah cities under 30,000 population, and 80% of the officer's total annual benefit package, each year, per school year (August through May) for the SRO's services. This amount will be evaluated annually. 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 current 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 State of Utah (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] _____