

Model Memorandum of Understanding for School Resource Officers

This Memorandum of Understanding (the “Memorandum”) is made and entered into this _____ day of _____, 20____ (the “Effective Date”), by and between the _____ (Law Enforcement Agency) and the _____ (Local Education Agency). Collectively, the Law Enforcement Agency (Agency) and the Local Education Agency (LEA) are referred to as the “Parties.” The Memorandum shall be revisited by the Parties every five years from the Effective Date, or whenever there is a change in personnel, whichever comes first. This Memorandum remains in force until either party, with 90-day notice, withdraws from the agreement by delivering a written notification of such rescission to the other party.

I. Purpose

This Memorandum establishes and presents the mission of the Agency’s School Resource Officer (“SRO”) Program (the “Program”) as a collaborative endeavor. Additionally, the Memorandum clarifies relationships between the participating entities to support an efficient and cohesive Program to build a positive relationship between police officers and the youth of the community. Further, the desired outcome is to reduce youth-related criminal activity on or about school property. Nothing in this Memorandum should be viewed as limiting or impeding the basic spirit of cooperation between the Parties.

II. Mission

The Mission of the Agencies are _____. Through the Program, the goals of the mission will be accomplished by:

_____.

III. Financing

The Parties shall be responsible for their own obligations under this Memorandum. The Agency shall be responsible for payments related to the employment of the SRO. The Agency shall be responsible for all other costs and matters associated with employing and maintaining the SROs, including, but not limited to: salary, payroll taxes, workers compensation insurance, benefits, work vehicle, uniform, training, equipment, etc. The Agency shall send an invoice to the LEA on an annual basis following the completion of the school year for payment of the services the SRO has provided as agreed to in writing between the LEA and Agency. Total cost to the LEA is _____ (\$) per SRO for the first year of this Memorandum; _____ (\$) per SRO for the second year of this Memorandum; and _____ (\$) per SRO for the remainder of the five-year term of this Memorandum. Thereafter, the Parties may mutually agree on an increased annual cost for subsequent years of this Memorandum. Failing such mutual agreement, this Memorandum shall be deemed terminated. The invoice shall be paid within thirty (30) days of receipt by the LEA. If this Memorandum is terminated during the budget year, the Agency and

the LEA agree to divide the costs associated with the payment of SRO provided services on a pro-rata basis depending upon the length of the year remaining.

IV. Description of General Duties

The National Association of School Resource Officers (NASRO) suggests that an SRO be applied using the “Triad” concept. This means that the SRO serves as a law enforcement officer, an informal educator, and an informal mentor. Additional roles and responsibilities include:

- a. Provide for and maintain a safe, healthy, and productive learning environment in a school.
- b. Act as a liaison between the school, the LEA, and the Agency.
- c. Address crime and disorder problems that impact school safety occurring in and around the school.
- d. Be present at the school when students or staff are in the building or have alternative coverage arranged.
- 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 to come up with solutions to problems pertaining to school safety within the LEA.
- h. Attend interagency meetings, as needed.
- i. Testify in court proceedings and administrative hearings, as needed.
- j. Attend regularly scheduled departmental training necessary to maintain peace officer certification.
- k. Act as a positive role model to students.
- l. Work to create a cooperative, proactive, and problem-solving approach between the Parties.
- m. Emphasize the use of restorative approaches for addressing negative behavior.
- n. Teach the vocational law enforcement class approved by the Utah State Board of Education (USBE) and agreed upon by the Parties.
- o. Serve as a member of the school multi-disciplinary threat assessment team.
- p. Present to students, faculty, staff, and community members regarding crime prevention, substance abuse awareness, social media safety, healthy relationships, crisis response, and other topics as determined by this Memorandum.
- q. Respond to emergency calls for service within the school and on school property.
- r. Help develop school policies that address criminal activity and school safety.
- s. Investigate criminal conduct that has taken place within the school and on school property.
- t. Serve as a critical channel of communication between students, parents, faculty, staff, and local law enforcement agencies.

- u. Work with school and LEA administration to ensure that proper data collection and reporting to USBE is taking place as outlined within Utah Code Annotated (UCA) 53E-3-516.
- v. Collaborate with school and LEA administration to connect students with other community interventions available in the local area to support those exposed to violence or trauma.
- w. Provide as needed responses to routine discipline matters with immediate referral to school administration. But, refrain from enforcing discipline or being responsible for requests to resolve routine discipline matters. Follow-up for the violation of school rules or policies falls under the responsibility of the school administration unless criminal conduct is suspected.

V. Desired Outcomes

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

The goals of the Program include:

- a. Improve public safety through equitable and unbiased policing.
- b. Increase interaction and increase satisfaction with the entire school community.
- c. Reduce incidents of school violence.
- d. Reduce criminal offenses committed by juvenile offenders.
- e. Develop positive relationships with students, parents, faculty, staff, administrators, and other stakeholders involved with or affected by schools in the community.
- f. Implement and strengthen programs that will benefit students, schools, the LEA, and the community.
- g. Provide a safe, inclusive, and welcoming environment for students, staff, and all involved with the LEA and partnering education agencies.
- h. Enhance school safety through the use of a multi-disciplinary threat assessment approach.

VI. Mutual Obligations:

- a. The Parties understand that the SRO may use any measures to secure school property as followed through established protocols of the Agency in the event of an emergency that requires lock-down.
- b. 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. When appropriate, and to the extent the law allows, the LEA 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.

- 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 the LEA (i.e., to meet the purposes as described in this MOU). SROs should not be authorized to use the records for purposes outside of what the MOU authorizes or to re-disclose the records to other entities unless there is written consent or the LEA otherwise authorizes it.
 1. SROs may have directory information, as defined in the LEA's policies, to all students, current or former, within the LEA.
 2. SROs may have access to student information of students within their assigned school, 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.
 - 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. 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)). As to school policy and code violations, the SRO will take the student to the administrator's office for discipline to be taken by the school officials.
- d. 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. Such offenses may include use or possession of tobacco or alcohol.
- e. 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. The SRO will share information with the school's administrator about persons and conditions pertaining to campus safety concerns.
 - g. The SRO shall notify parents and school administration as soon as possible before removing a student from campus.
 - h. 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. 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. The SRO shall notify parents and the applicable school administrator as soon as possible when a student(s) is arrested or issued a citation.
 - k. 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, the student must waive their constitutional rights and 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.

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

VII. Training

- n. 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.
- o. SROs are still expected to maintain their 40 hours of mandatory training in addition to the training outlined above per UCA §53-6-202.
 - p. In regard to state and federal requirements for school staff training, it is recommended that the Agency and the LEA 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 MEMORANDUM, after resolutions duly and lawfully passed on the dates listed below.

DATED this ____ day of _____.

Agency

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

City Attorney

DATED this ____ day of _____.

BOARD OF EDUCATION OF
_____ LEA

By: _____
Board President

ATTEST:

By: _____
Business Administrator

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

LEA Legal Counsel