

AGREEMENT BETWEEN

THE BOARD OF EDUCATION OF BOX ELDER COUNTY, UTAH

and

THE BRIGHAM CITY POLICE DEPARTMENT

for

THE SCHOOL RESOURCE OFFICER (SRO) PROGRAM

THIS AGREEMENT, made and entered into this day of , 2026, by and between the BOARD OF EDUCATION OF BOX ELDER COUNTY, UTAH, (hereinafter referred to as the "Board"), and THE BRIGHAM CITY POLICE DEPARTMENT, (hereinafter referred to as the "Police").

BE IT RESOLVED:

- A. The Board and the Police will provide a School Resource Officer Program for the public school system in Brigham City, Utah as hereinafter described; and
- B. The Board and the Police recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of Brigham City, Utah, and particularly to the students of the public school system of Box Elder County, Utah; and
- C. It is in the best interests of the Board, the Police, and the citizens of Brigham City to establish this program.

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained, the Board and the Police hereby agree as follows:

ARTICLE I

A School Resource Officer Program is hereby established in the public school system in Brigham City, Utah for the program period from August 26th , 2025 to August 26th , 2031.

ARTICLE II

Rights and Duties of the Police

The Police shall provide a School Resource Officer (hereinafter referred to as "SRO") as follows:

A. Number of School Resource Officers

1. The Police shall assign at will one regularly employed Police Officer to the following school(s):

Box Elder High School
Box Elder Middle School

Other schools may be added and amended under this current Agreement as needed; and

2. The Police Chief or his/her designee shall directly supervise the SRO assigned above and will perform scheduled or non-scheduled visits to the program schools; and

a. Approve reports, provide leadership, train, direct, evaluate, analyze campus statistics and problem areas, establish rapport with the school's administration;

b. The Police Chief or his/her designee will serve as liaison with the Board.

B. Regular Duty Hours of School Resource Officers

1. A SRO shall be assigned to a school on a full time basis and during those hours that the school is in regular session. The SRO shall be on campus from 1/2 hour prior to the start of classes until 1/2 hour after classes are dismissed. During their daily tour of duty, the SRO may be off campus performing such tasks as may be required by their assignments. The SRO may be reassigned by the Chief of Police during school holidays and/or during periods of law enforcement emergencies.

2. Regular working hours maybe adjusted on a situational basis with the consent of the Chief of Police or his/her designee. These adjustments will be approved prior to being required and should only cover scheduled school related activity requiring the presence of a law enforcement officer.

C. Duties of Resource Officer

1. Instructional responsibilities for the SRO:

a. The SRO shall act as an instructor for specialized, short-term programs at the school, when assigned to do so by the Principal, or when invited by a member of the faculty.

b. The SRO shall serve when requested as a guest speaker. The Principal or member of

the faculty shall make the request of the SRO.

c. Any exceptions to the above must be mutually agreed upon by the Chief of Police, the Superintendent of Schools and the individual school Principal.

2. Additional duties and responsibilities of the SRO:

a. The SRO shall coordinate all of his/her special activities with the Principal and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the school.

b. The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include a basic understanding of the laws, the role of the police officer and the police mission.

c. The SRO shall encourage individual and small group discussions with students, based upon material presented in class to further establish rapport with the students.

d. When requested by the Principal or Assistant Principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.

e. The SRO shall make himself/herself available for conference with students, parents and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information shall not be disclosed except as provided by law or court order.

f. The SRO shall become familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment center, DCFS, Youth Court, Juvenile Court, Youth Commission, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty and staff of the school.

g. The SRO shall assist the Principal and staff in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on campus.

h. Should it become necessary to conduct formal police activities with any student, the SRO shall adhere to Board policy, police policy and all legal requirements regarding investigations and interviews.

i. The SRO shall take law enforcement action as required. As soon as practical, the SRO shall inform the Principal or Assistant Principal of the school of any such action. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so

under the authority of law. Whenever practical, the SRO shall advise the Principal or Assistant Principal before requesting additional police assistance on campus.

j. The SRO shall give assistance to other police officers and deputy sheriffs in matters regarding his/her school assignment whenever necessary. The SRO shall participate in and/or attend school functions. For other social functions (games, dances, etc.) the SRO will be compensated as other contracted officers.

k. The SRO may be assigned to assist investigations relating to runaways, thefts or any crime, provided such investigations relate to the students attending the school to which the SRO is assigned.

l. The SRO shall maintain detailed and accurate records of the operations of the School Resource Officer Program, including yearly statistics, and shall submit any other reports of an instructional nature as required by the Principal or school staff.

m. The SRO shall assist school administration, when requested, in school discipline. If the Principal or Assistant Principal believes an incident is a violation of the law, the Principal/Assistant Principal shall contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. School Resource Officers are not normally used for regularly assigned lunchroom duties, hall monitors or other monitoring duties except on an emergency basis and when requested by the Principal or Assistant Principal for a specific reason. If there is a problem area, the SRO may assist the school until the problem is solved.

n. The SRO may be assigned to assist from school to school during the school year under emergency circumstances and with the approval of the Chief of Police

ARTICLE III

Rights and Duties of the Board of Education

The Board shall provide to the full-time SRO the following materials and facilities, which are deemed necessary for the performance of the SRO's duties:

A Access to a heated and/or an air conditioned and properly lighted private office which shall contain a telephone which may be used for general business purposes;

B. A location for files and records which may be properly located and secured:

C. A desk with drawers, a chair, work table, locking file cabinet, and office supplies, as needed; and

- D. Access to a typewriter/computer and/or secretarial assistance
- E. School Radio (two way)

ARTICLE IV

Employment Status of School Resource Officer

The School Resource Officer shall remain an employee of the Brigham City Police Department, and shall not be an employee of the Board of Education of Box Elder County, Utah. The Board and the Chief of Police acknowledge that the School Resource Officer shall remain within the chain of command of the Brigham City Police Department.

ARTICLE V

Appointment of School Resource Officers

A. Applicants will be interviewed by a panel consisting of representatives of the police department and the school district. The Chief of Police shall have a final interview and assign SRO's and advise the principal of their selection.

B. The SRO applicant must meet the following requirements:

A. The applicant must be a volunteer for the position of School Resource Officer;

2. The applicant must be a full-time Police Officer with a minimum of three (3) years of law enforcement service. A combination of time in service and higher education may be considered.

3. It is preferable the SRO applicant have at least an Associate of Arts or Science degree from an accredited college, although a Bachelor of Arts or Science degree is preferred. On an individual basis, additional law enforcement training and experience may substituted in lieu of a degree.

4. The applicant must be a certified graduate from the School Resource Officer Training School.

C. Additional criteria for consideration for the School Resource Officer are job knowledge, experience, training, education, appearance, attitude, communications skills and bearing.

D. The names of any applicants meeting the requirements shall be forwarded to the Chief of Police, who shall recommend a Police Officer from the list submitted.

ARTICLE VI

Dismissal of School Resource Officer, Replacement

A. In the event the Principal of the school to which the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall recommend to the Superintendent that the SRO be removed from the program at his/her school by stating the reasons therefore in writing. (Within 3 days after receiving the recommendation from the Principal, the Superintendent or his/her designee shall advise the Chief of Police of the Principal's request.) If the Chief of Police so desires, the Superintendent and Chief of Police shall meet with the SRO to resolve any problems which may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within a reasonable period of time after such meeting the problem cannot be solved, or in the event a meeting is not desired, the SRO shall be removed from the program at the school and a replacement shall be assigned.

B. The Chief of Police may transfer or reassign a SRO when it is in the best interest of the citizens of Brigham City, after advising the Principal of such reassignment, transfer, etc.

C. In the event of a dismissal or reassignment; or in the case of long term absences of the SRO, the Chief of Police may provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal or reassignment. As soon as practicable, the Chief of Police shall provide a permanent replacement for the SRO position.

ARTICLE VII

Termination of Agreement

This agreement may be terminated by either party upon ninety (90) days written notice that the other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon one hundred eighty (180) days written notice. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, the required compensation will be to the Police Department for all services performed to the date of termination. The Board shall be entitled to a pro-rated refund for that period of time when SRO's services are not provided because of the termination of this Agreement.

ARTICLE VIII

Notices

Any and all notices of any other communication herein required or permitted shall be

deemed to have been given when deposited with the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Steven E. Carlsen
Superintendent
The Board of Education of Box Elder County, Utah
960 South Main
Brigham City, Utah 84302

Chad D. Reyes
Chief of Police
Brigham City Police Department
20 North Main, Ste. B
Brigham City, Utah 84302-2199

ARTICLE IX

Good Faith

The Board, the Chief of Police, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police.

ARTICLE X

Modification

This document constitutes the full understanding of the parties and no term, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

ARTICLE XI

Non-Assignment

This Agreement and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the Board and the Chief of Police is obtained.

ARTICLE XII

Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

ARTICLE XII

Costs

Annually, prior to August 1, THE BRIGHAM CITY POLICE DEPARTMENT shall furnish a schedule of officer costs including wages, benefits, uniforms and equipment costs. THE BOARD OF EDUCATION OF BOX ELDER COUNTY, UTAH, shall pay 50% of the annual costs. Addendum 1 attached to this agreement references the annual costs for the 2025-26 school year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

Signed, sealed and delivered in the presence of.

THE BOARD OF EDUCATION OF BOX ELDER COUNTY, UTAH:

Steven E. Carlsen
Superintendent

Neil Stevens
Business Administrator

THE BRIGHAM CITY POLICE DEPARTMENT:

Chad D. Reyes
Chief of Police

Dennis J. Bott
Mayor of Brigham City

Attest:

Kristina Rasmussen
City Recorder

Addendum 1

RESOURCE OFFICER COSTS – 2025-2026 School Year

CATEGORY	WAGES AND BENEFITS	UNIFORMS AND EQUIPMENT	TOTAL
TOTAL COSTS (PER SRO)	\$168,331.00	\$2,200.00	\$170,531.00
BRIGHAM CITY COSTS (PER SRO)	\$84,165.00	\$1,100.00	\$85,265.00
BOX ELDER SCHOOL DISTRICT COSTS (PER SRO)	\$84,165.00	\$1,100.00	\$85,265.00

DISTRICT OBLIGATION: \$170,531.00

BRIGHAM CITY OBLIGATION: \$170,531.00