

**AGREEMENT BETWEEN WORLD COMPASS ACADEMY AND THE
TOWN OF CASTLE ROCK REGARDING FUNDING FOR POLICE
OFFICER TO SERVE AS SCHOOL RESOURCE OFFICER (SRO)**

THIS AGREEMENT, made and entered into this 7 day of November, 2023, by and between World Compass Academy (“WCA”) and the Town of Castle Rock (“Town”).

RECITALS:

WHEREAS, WCA and the Town desire to enter into an Agreement to address the costs related to the Town providing one (1) full-time Police Officer as a School Resource Officer at WCA; and

WHEREAS, the Town will provide one (1) Police Officer to WCA to act as a School Resource Officer (“SRO”); and

WHEREAS, WCA agrees to fully fund one (1) Police Officer position as SRO at WCA, net of any other funding sources;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, WCA and the Town agree as follows:

1. **DUTIES:** The Town, through the Castle Rock Police Department (“Police Department”), shall provide one (1) full-time Police Officer to function as a dedicated SRO for WCA. Should the dedicated SRO for WCA become unavailable, including not limited to approved vacation time, medical leave, military leave, etc., the Police Department will provide a Police Officer to WCA to fulfill a policing presence during all or a portion of WCA hours of operation, and/or have an on-call Police Officer available.
2. **SCOPE OF SERVICES:** The duties of the SRO shall include, but are not limited to, the following:
 - a. Provide education and counseling to students on law enforcement and policing matters;
 - b. Act as liaisons between the Police Department and WCA;
 - c. Coordinate matters of mutual policing concerns between WCA and Police Department;
 - d. Create an open, uninhibited environment of discussion geared to understanding and respect for each other;
 - e. Investigate policing and public safety issues while on campus;
 - f. The SRO assigned to WCA shall participate in the school’s administration teams weekly administration meetings pertaining to all safety and security matters including, but not limited to, student safety plans, response protocols for behavior de-escalation, threat assessments, student in crisis, or any other related matter;
 - g. Assigned SRO or other Police Officer (if SRO is not available) MUST be notified at the onset of any threat screening process when determining if a full threat assessment is needed;
 - h. SRO must be informed and updated on any and all student safety plans;
 - i. SRO will be advised of students with special needs, emotional disabilities and/or self- regulation challenges and informed of best methods for prevention and de-escalation;
 - j. SRO must complete the following Douglas County School District RE-1 trainings: Threat Assessments, School Response Protocol (SRP), Support with Students with Disabilities Across the Continuum, Mandatory Reporter and Anxiety Training;
 - k. SRO shall complete training in mental health and/or crisis intervention (e.g. Safe Talk, ASIST, Crisis Intervention Training (CIT) or Mental Health First Aid);
 - l. SRO will attend annual training specific to school safety and/or school resource officers (e.g. National School Resource Officer’s conference); and
 - m. The SRO shall participate in the Police Departments SRO program and be afforded the ability to attend mandatory internal trainings and participate in other Police Department programs such as SWAT, etc.

3. **EQUIPMENT/USE OF FACILITIES/TECHNOLOGY:** WCA will provide a private and secure room, on campus, for the SRO. The room will be equipped with a telephone and computer for conducting confidential investigations and interviews. All other equipment utilized by the SRO will be issued, maintained and owned by the Police Department. SRO will have access to student information and records consistent with the requirements of federal and state law and District policies, including those requirements existing under the Family Educational Rights and Privacy Act (FERPA).

4. **OWNERSHIP OF DOCUMENTS:** All record documents resulting from SRO investigations will be managed and maintained at the Police Department.

5. **FINANCIAL COST:**

WCA agrees to pay the Town ongoing costs as estimated and outlined in ATTACHMENT A. Such costs include the salaries, which include any anticipated tier plan adjustments or other compensation changes, fringe benefits, uniform allowance, training costs (national conference, etc...), and other ongoing costs for the SRO. These costs will be paid accordingly as to the selected SRO's current salary and benefits. WCA shall pay its portion of the estimated costs outlined on a quarterly basis upon receipt of an invoice provided by the Town, net 30 days. WCA is not obligated to pay any expense, fee, and/or cost that exceeds the amount of the 2023-2028 CRPD SRO Program Costs set forth in ATTACHMENT A.

The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds and any increase to the financial obligation shall not exceed a five percent (5%) increase.

6. **PERSONNEL & SUPERVISION:** The SRO shall remain an employee of the Town at all times. The SRO shall perform duties pursuant to their employment with the Police Department and shall be afforded the same rights and benefits as other officer members under the control of the Police Department. A description of the SRO duties is included in ATTACHMENT B. Any conflict in schedule or duties shall be resolved by the Police Department. The Parties agree that unless WCA has a specific need that requires the SRO to fulfill during extended school breaks, such as Spring Break, Christmas Break and Summer Break, the Police Department may utilize the SRO for other Police Department needs.

WCA shall partner with the Police Department during the interview and selection process of the School SRO. SRO shall understand and support the mission of WCA and the Douglas County School District RE-1.

The SRO is subject to the Police Department's chain of command and to the policies, procedures, rules regulations, directives, and orders of the Police Department and the Town. The SRO will also comply with the laws, policies, and regulations of the School District to the extent that such

measures are not in conflict with those of the Town or Police Department. Although the SRO will work closely with the school administrators and faculty to determine the most effective use of the officer's time and expertise, he/she shall not be subject to supervision or direction by the School District.

7. **TERM:** The initial term of this Agreement shall be from 2024 through 2029 subject to annual appropriations, if needed and approved by both parties. Thereafter, this Agreement shall automatically continue for successive one-year terms unless sooner terminated by either party in accordance with Section 8 below.

8. **TERMINATION:** The Town shall have the right to terminate this Agreement, with or without cause, upon giving

written notice to WCA of such termination and specifying the effective date thereof, which notice shall be given at least sixty (60) days before the effective date of such termination. WCA has the right to terminate this Agreement, with cause or without cause, upon giving written notice to the Town of such termination in writing to the other party, granted that if WCA terminates without cause, the remaining Agreement amount owed to the Town shall be submitted within ninety (90) days.

If the Agreement is terminated without cause in Year 3, Year 4 or Year 5, the Parties agree no percentage of WCA's capital investment will be returned. If the Town terminates this Agreement without cause in Year 1 the Town will return 30% of the capital investment provided by WCA. If the Town terminates this contract without cause in Year 2, the Town will return 15% of the capital investment provided by WCA. Should the Town terminate this contract without cause in Year 3, Year 4 or Year 5, the Parties agree no percentage of WCA's capital investment will be returned.

Should the Agreement be terminated by the Town or WCA for cause, WCA shall only be responsible for its respective share of the ongoing costs incurred as of such termination date.

9. **NO THIRD-PARTY BENEFICIARIES:** None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto.
10. **AMENDMENTS:** This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
11. **AUTHORIZED REPRESENTATIVE:** The Castle Rock Chief of Police is designated as the Authorized Representative of the Town for the purpose of administering, coordinating, and approving the work performed by the School Resource Officers under this Agreement. All notices sent by WCA to the Town shall include a copy to the Town Attorney's Office via email to legal@cr.gov. *Bethany Mertling* is designated as the Authorized Representative of WCA. All notices sent by the Town to WCA shall be sent to: *Bethany.mertling@worldcompassacademy.com*
12. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that neither party waives or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§24-10-101 to 120, C.R.S., or otherwise available to the parties.
13. **SEVERABILITY:** In the event any of the sections of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining sections shall not be affected. Should either party fail to enforce a specific term of this Agreement it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein
14. **FORCE MAJEURE:** No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Agreement may be terminated if such delay makes performance of the Agreement impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.
15. This Agreement is entered into as of the day and year set forth above.

[SIGNATURES FOLLOWING ON NEXT PAGE]

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Dave L. Corliss, Town Manager

Date: _____

Date: _____

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Jack Cauley, Chief of Police

Date: _____

WORLD COMPASS ACADEMY

Sabrina DeRamus - Secretary
Sabrina DeRamus

Name - Title

Kyle Glavan
[Signature] Board President

Name - Title

Date: 11/7/2023

Date: 11/7/2023

Bethany Merckling - Principal
Bethany Merckling

Name - Title

Patricia Danner
[Signature] Treasurer

Name - Title

Date: 11/7/2023

Date: 11/7/2023

**ATTACHMENT A
2023-2028 CRPD SRO PROGRAM COSTS**

ON-GOING COSTS July 1, 2024– June 30, 2028	WCA 1st year cost 2024-2025	WCA 2nd year cost (5% max increase) 2024-2025
Salary – One (1) Full-time employee	\$103,915.96	\$109,111.75
Fringe Benefits^	\$39,571.00	\$41,549.55
Uniform Costs	\$13,398.56	*
Firearms (includes rifle/handgun with optics and lights)	\$3,730.85	*
Police Vehicle (includes equipment)	\$76,869.42	*
Fuel /Fleet maintenance	\$1,200.00	\$1,200.00
MDT laptop computer and dock (Paid by 911) \$5624.25	**	*
Motorola radio (in car)	\$6,879.00	*
Motorola Radio (Paid by 911)*\$6727.00	**	*
AXON Program Cost (evidence.com/fleet)	\$4,495.00	\$4,495.00
Axon Taser	\$2,800.00	*
SRO National Conference - Training/Travel	\$2,000.00	\$2,000.00
TOTAL YEARLY COST	\$254,859.79	\$159,565.48

*One-time expense

** Paid by 911 board

***The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds and any increase to the financial obligation shall not exceed a five percent (5%) increase.

ATTACHMENT B

SRO Job Description

The Castle Rock Police Department has a School Resource Officer (SRO) program. These officers are assigned as Patrol officers and will follow all guidelines and job descriptions as outlined in the standard job description of a Police Officer.

An SRO Sergeant acts as the immediate supervisor for the SRO, with the Special Operations Commander as the next level in the chain of command. The SRO is responsible for handling all in-progress law enforcement related calls, education, training, and counseling duties as needed. The SRO duties include, but are not limited to, the following:

Schedule: Typically Monday through Friday 0730 – 1530
Working the traditional school calendar

- First responder to all calls within his/her assigned school
- Investigation and follow up of all criminal offenses (including some felony investigations) that are reported in/to the school staff or the SRO
- Assists the school administration with all matters involving school security and safety. This includes input involving the most appropriate discipline of the students (criminal charges vs. school discipline, or both)
- Assists the school staff with classroom presentations involving areas that directly affect the students and law enforcement
- Assists the school administrators, staff and counselors with mediation on guidance on matters that are confidential and fall under the CRS statute of mandatory reporting
- Works directly with parents/guardians on problems involving the student. This includes counseling, mediation, resource allocations, and education regarding the juvenile's rights and procedures of the juvenile justice system
- Gathers criminal intelligence learned in the school that will assist the CRPD Administrations on criminal activity involving juveniles in the Town.