

**INTERGOVERNMENTAL AGREEMENT BETWEEN
DOUGLAS COUNTY SCHOOL DISTRICT RE-1 AND THE
TOWN OF CASTLE ROCK REGARDING THE SHARING OF
COSTS FOR PROVIDING POLICE OFFICERS TO ACT AS
SCHOOL RESOURCE OFFICERS (SROs)**

THIS AGREEMENT, made and entered into this 14th day of September, 2023, by and between **DOUGLAS COUNTY SCHOOL DISTRICT RE-1** ("District") and the **TOWN OF CASTLE ROCK** ("Town"). The School District and Town are sometimes collectively referred to together as the "Parties" and each as a "Party".

RECITALS:

WHEREAS, the School District and the Town entered into an Intergovernmental Agreement (the "IGA") as to the sharing of costs for providing Police Officers as School Resource Officers (SROs) in the School District; and

WHEREAS, the Town of Castle Rock wishes to provide Police Officers to the School District to act as School Resource Officers (SRO); and

WHEREAS, the parties hereto wish to share in funding fifty percent (50%) for providing Police Officers as SROs in the School District, net of any other funding sources;

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

1. **STAFFING:** The Town, through Castle Rock Police Department ("Police Department"), shall provide one (1) SRO Sergeant, and five (5) full-time Police Officers to function as SROs for the School District listed to the schools in ATTACHMENT A. Dedicated SROs will be stationed at each High School and Middle School, all others will rove remaining schools listed in ATTACHMENT A. The SRO Sergeant will assist, when and if available.
2. **SRO DUTIES:** The duties of the SRO shall include, but are not limited to, the following:
 - a. Provide education and counseling to students on law enforcement matters;
 - b. Act as liaisons between the Police Department and the School District;
 - c. Coordinate matters of mutual law enforcement concern between the School District and Police Department;
 - d. Create an open, uninhibited environment of discussion geared to understanding and respect for each other;
 - e. Investigate law enforcement and public safety issues while on campus;
 - f. On an annual basis, review Behavioral Intervention Plans (BIPs) for students with an Individualized Education Plan who have previously demonstrated behavior that poses a safety risk to themselves or others, and make reasonable efforts to comply with BIPs when interacting with such students;
 - g. An SRO assigned to a particular school shall participate in the schools administration team's 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;
 - h. Assigned SROs or law enforcement (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;
 - i. SROs must complete the following School District trainings prior to performing their duties: Threat Assessments, School Response Protocol (SRP), Mandatory Reporter, Anxiety, and Addressing Matters Involving Students with Disabilities training;
 - j. SROs will have training in mental health and/or crisis intervention (e.g. Crisis Intervention Training (CIT) and Youth Crisis Intervention Training (YCIT)); and
 - k. SROs will attend annual training specific to school safety and/or school resource officers (e.g. National School Resource Officer's conference).
3. **SCHOOL DISTRICT DUTIES:** The School District's duties shall include, but are not limited to, the following:
- a. Assigned SROs or law enforcement (if the SRO is not available) must be notified at the onset of any threat screening process when determining if a full threat assessment is needed;
 - b. SROs must be informed and updated on any and all student safety plans;
 - c. SROs 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;
 - d. SROs shall have access to BIPS consistent with the Family Educational Rights and Privacy Act (FERPA); and
 - e. School District building administrative and licensed mental health staff shall receive annual training regarding an SRO's roles and responsibilities.
4. **EQUIPMENT/USE OF FACILITIES/TECHNOLOGY:** School District high and middle schools will provide a private and secure room, on campus, for the SROs. 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. SROs 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).
5. **OWNERSHIP OF DOCUMENTS:** All record documents resulting from SRO investigations will be managed and maintained at the Police Department.
6. **FINANCIAL COST SHARING:** As estimated and outlined in ATTACHMENT B, the Parties agree to share the costs, fifty percent (50%), for five (5) SROs and one (1) Sergeant in the School District. Such reimbursable costs shall include, but not limited to, the salary, benefits, uniform allowance, uniform replacement, conference costs and other ongoing costs for the SROs and shall be billed quarterly to the District. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds and shall not exceed a five percent (5%) increase agreed by both parties.

Each school year, High School SROs (1) receive an additional one hundred thirty-five (135) hours and Middle School SRO (2) receive an additional forty-five (45) hours of Overtime or Extra Duty funding to attend school related sporting events or activities. The SROs are compensated at an hourly Overtime or Extra Duty rate up to, but not to exceed \$75.00/hr. Hours used are verified by both the SROs and District Security personnel. Notwithstanding the foregoing, the additional hours for each of the Middle School Resource Officers shall be used to fund extra duty hours at District events to include, but limited to, traffic control at and other events within the Town of Castle Rock. Additional hours shall be invoiced separately from quarterly SRO invoices, to include details as follows: officer name, school, event, hours covered, hourly rate charge and total amount being invoiced.

7. **PERSONNEL AND SUPERVISION:** The SRO shall remain an employee of the Town at all times. The SRO shall perform duties under the control of the Police Department and shall be afforded the same employment rights and benefits as other officer members. A description of the SROs duties is included in ATTACHMENT C. Any conflict in schedule or duties shall be resolved by the Police Department.

The School District shall partner with the Police Department during the interview and selection process of the School District's SROs. SROs shall understand and support the mission of the School District and their assigned school(s).

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.

8. **DATA REPORTING:** The Sheriff agrees to share information with the School District to permit the School District to lawfully comply with its data reporting obligations under C.R.S. § 22-1-139. The Sheriff agrees to provide the requisite information to permit the School District to report data applicable to the following:
- a. The number of School District students handcuffed by Deputy Sheriffs on school grounds, in a school vehicle, or at a school activity or school-sanctioned event;
 - b. The number of School District employee referrals to law enforcement. "Referrals to law enforcement" means when a school employee proactively calls, summons, or requests a law enforcement official, including an SRO, to:
 - Respond to an incident on school grounds involving a possible violation of local, state, or federal law;
 - Engage with a student or third party on school grounds who is creating a potentially dangerous situation; or
 - Enforce a local, state, or federal rule, regulation, or law on school grounds, in a school vehicle, or at a school activity or school-sanctioned event;
 - c. The number of school-related arrests, including an arrest that occurs on school grounds,

in a school vehicle, or at a school activity or school-sanctioned event; and
d. The number of students physically restrained.

9. **TERM:** The initial term of this Agreement shall be from July 1, 2023, through June 30, 2025, subject to annual update of ATTACHMENT A 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 10 below. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds.
10. **TERMINATION:** This Agreement may be terminated by either party upon sixty (60) days written notice in writing to the other party. The School District shall only be responsible for its respective share of the ongoing costs incurred as of such termination date.
11. **NOTICE:** Any notice required to be given by this Agreement shall be addressed as follows:

To the District: Andria Miller
 Douglas County School District RE-1
 620 Wilcox Street
 Castle Rock, Colorado 80104

With a copy to: Mary Kay Klimesh
 General Counsel
 Douglas County School District RE-1
 620 Wilcox Street
 Castle Rock, Colorado 80104

To the County: Jack Cauley
 Castle Rock Police
 100 Perry Street
 Castle Rock, Colorado 80104

12. **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.
13. **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.
14. **AUTHORIZED REPRESENTATIVE:** The Castle Rock Chief 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.
15. **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.

16. This Agreement is entered into as of the day and year set forth above.

[Signatures Continue on Next Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

TOWN OF CASTLE ROCK

ATTEST:

DocuSigned by:

Lisa Anderson

298A8A4EDEE34AF...

Lisa Anderson, Town Clerk



DS

DocuSigned by:

David L. Corliss

1BB5457CFF75414...

David L. Corliss, Town Manager

Date: 9/14/2023 | 1:56 PM MDT

Date: 9/14/2023 | 11:51 AM MDT

Approved as to form:

DocuSigned by:

Lindsay Jordan

1C100C15C47A4A9...

Lindsay Jordan, Assistant Town Attorney

DocuSigned by:

Jack Cauley

47A40CA618844C5...

Jack Cauley, Chief of Police

Date: 9/7/2023 | 4:32 PM MDT

Date: 9/7/2023 | 4:32 PM MDT

DOUGLAS COUNTY SCHOOL RE-1

Mike Peterson

Mike Peterson
President, Board of Education

Date: Aug 25 2023



Becky Myers

Becky Myers
Secretary, Board of Education

Date: Aug 25 2023

Danelle Hiatt

Danelle Hiatt
Deputy Superintendent

Date: Aug 27 2023

Mary Kay Klimesh

Mary Kay Klimesh
General Counsel

Date: Aug 28 2023

ATTACHMENT A

Douglas County School District High Schools, Middle Schools, Elementary Schools and Charter/Alternative Schools receiving SRO services within Castle Rock Police Department Jurisdiction.

District Schools:

High Schools:

1. Castle View High School

Middle Schools:

1. Castle Rock Middle School
2. Mesa Middle School

Elementary Schools:

1. Castle Rock Elementary
2. Clear Sky Elementary
3. Flagstone Elementary
4. Meadow View Elementary
5. Rock Ridge Elementary
6. Sage Canyon Elementary
7. Soaring Hawk Elementary
8. South Ridge Elementary
9. Renaissance Elementary Magnet
10. Early Childhood Center South
11. Cloverleaf

Charter/ Alternative Schools:

1. Academy Charter
2. DC Oakes High School
3. Renaissance Secondary
4. World Compass Academy

ATTACHMENT B

2023-2025 CRPD

SRO PROGRAM COSTS

SRO PROGRAM	EXISTING PROGRAM (5 FTE'S) July 1, 2023 – June 30, 2025			ADDITION OF SRO SERGEANT (1 FTE) July 1, 2023 – June 30, 2025			NEW GRAND TOTAL (6 FTE)		
Reoccurring Yearly Shared Costs:	School District Portion	CRPD Portion	Total Costs - Existing Program	School District Portion	CRPD Portion	Total Cost - Sgt Position	School District Portion	CRPD Portion	Total Costs
Salaries (1 Sgt; 5 Officers -6 FTEs Total)	\$254,696.00	\$254,696.00	\$509,392.00	\$67,433.60	\$67,433.60	\$134,867.20	\$322,129.60	\$322,129.60	\$644,259.20
Fringe Benefits	\$97,302.50	\$97,302.50	\$194,605.00	\$19,460.50	\$19,460.50	\$38,921.00	\$116,763.00	\$116,763.00	\$233,526.00
Uniform Allowance-cleaning (\$400 per FTE)	\$1,000.00	\$1,000.00	\$2,000.00	\$200.00	\$200.00	\$400.00	\$1,200.00	\$1,200.00	\$2,400.00
Firearm Supplies / Training (\$1,200 per FTE)	-	\$6,000.00	\$6,000.00	-	\$1,200.00	\$1,200.00	-	\$7,200.00	\$7,200.00
Range Fees (\$310 per FTE)	-	\$1,550.00	\$1,550.00	-	\$310.00	\$310.00	-	\$1,860.00	\$1,860.00
SRO Trainings (NASRO, travel, etc. \$1,400 per FTE)	\$3,500.00	\$3,500.00	\$7,000.00	\$700.00	\$700.00	\$1,400.00	\$4,200.00	\$4,200.00	\$8,400.00
SRO Therapy Dog Program	\$7,000.00	\$7,000.00	\$14,000.00	-	-	-	\$7,000.00	\$7,000.00	\$14,000.00
MDT Connectivity (911 board funds this)	-	-	-	-	-	-	-	-	-
Smartphone Service (\$500 per FTE)	\$1,250.00	\$1,250.00	\$2,500.00	\$250.00	\$250.00	\$500.00	\$1,500.00	\$1,500.00	\$3,000.00
AXON Program Cost (\$3,200 per FTE)	\$8,000.00	\$8,000.00	\$16,000.00	\$1,600.00	\$1,600.00	\$3,200.00	\$9,600.00	\$9,600.00	\$19,200.00
Fuel (\$1,200 per FTE)	-	\$6,000.00	\$6,000.00	-	\$1,200.00	\$1,200.00	-	\$7,200.00	\$7,200.00
Fleet Maintenance (\$1,000 per FTE)	-	\$5,000.00	\$5,000.00	-	\$1,000.00	\$1,000.00	-	\$6,000.00	\$6,000.00
Misc. Costs (\$1,000 per FTE)	\$2,500.00	\$2,500.00	\$5,000.00	\$500.00	\$500.00	\$1,000.00	\$3,000.00	\$3,000.00	\$6,000.00
Reoccurring Yearly Shared Costs Total	\$375,248.50	\$393,798.50	\$769,047.00	\$90,144.10	\$93,854.10	\$183,998.20	\$465,392.60	\$487,652.60	\$953,045.20

ATTACHMENT C

SRO Job Description

The Castle Rock Police Department has a School Resource Officer (SRO) program. These officers^{14th} 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.