

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
SCHOOL DISTRICT NUMBER 6, ARAPAHOE COUNTY, COLORADO, D/B/A
LITTLETON PUBLIC SCHOOLS
AND
ARAPAHOE COUNTY
FOR SCHOOL RESOURCE OFFICERS**

This Intergovernmental Agreement (“IGA”) is made and entered into this 1st day of August, 2023, by and between SCHOOL DISTRICT NUMBER SIX, ARAPAHOE COUNTY, COLORADO, d/b/a LITTLETON PUBLIC SCHOOLS, hereinafter referred to as “School District” and the BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY, hereinafter referred to as “County.”

RECITALS

WHEREAS, the School District and the County desire to place School Resource Officers at Arapahoe High School (2), Newton Middle School (1), and a roving School Resource Officer (1) for Littleton Public Schools' elementary schools in Arapahoe County, and their neighborhoods;

WHEREAS, this IGA formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement and the youth of our community, with the goal of reducing crime committed by juveniles and young adults;

WHEREAS, this IGA delineates the mission, organizational structure, and procedures of the School Resource Officer Program (hereinafter the "SRO Program") as a joint cooperative effort between Littleton Public Schools and the Arapahoe County Sheriff's Office. The success of this program relies upon the effective communication between all involved employees, the principal of each individual Littleton Public Schools, and other key staff members of each organization;

WHEREAS, the School District has agreed to reimburse the County for one-half of the cost of placing the officers at the schools;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, the parties hereto agree to as follows:

1. The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure, and orderly learning environments for students, teachers, and staff. This is accomplished by assigning law enforcement officers (hereinafter referred to as “SROs”) employed by the Arapahoe County Sheriff's Office (“ACSO”) to the Littleton Public Schools facilities on a permanent basis.
2. ACSO shall assign SROs at Arapahoe High School (2) and Newton Middle School (1) to serve on a full-time, year-round basis, excluding County authorized leaves such as vacation or sick leave, to perform duties primarily within those schools and their neighborhoods. There shall also be a roving SRO (1) assigned for the School District's elementary schools that rotate between the following schools within ACSO’s jurisdiction: Field, Gaskill, Ford, The Village, Hopkins, Lenski, Sandburg, and Wilder elementary schools. When the SROs will be out, notification will be made to the School District security office so School District security can provide coverage.
3. ACSO shall appoint the SROs based solely on ACSO's selection criteria but shall include the school principal and the security department in the selection process as practical. Per the State of Colorado House Bill 22-1376, ACSO and the School District will jointly create an evaluation process to evaluate the SROs.

4. The SROs shall at all times be employees of the County, and their duties will be determined solely by the County after consultation with the School District. The SROs shall also be considered a “school official” as defined by the Family Educational Rights and Privacy Act (FERPA).

5. The County shall supervise the SROs, who shall be subject to discipline under the Arapahoe County Sheriff's Office policies and procedures and the County's personnel policies and procedures. Both parties agree to work cooperatively to address any performance concerns or conflicts involving an assigned SRO.

6. The general duties, roles, and responsibilities of the SROs shall include law, traffic, and parking enforcement; investigative follow-up; and community problem solving. The SROs shall not be used as disciplinarians. All discipline will be handled by the School District and their staff. All SROs will understand that the School District utilizes a restorative approach and seeks to minimize the use of law enforcement intervention. Principals or their designees may request the assistance of an SRO for the purpose of safety when conducting a school investigation, including searches. However, if an SRO initiates a law enforcement investigation of a student or a search on School District property based on probable cause, the SRO is responsible for notifying the principal/designee. The SRO is also responsible for notifying the parent(s) if a student is identified as a suspect and will be interviewed as part of a criminal investigation. The school administrator and/or School District shall be responsible for any other notifications to the parent(s). The school administrator should ensure staff cooperates with law enforcement investigations or actions related to crime or criminal activity on any campus, but, in any event, law enforcement ultimately remains responsible for conducting any such investigation or action. Per the State of Colorado House Bill 22-1376, an SRO or a law enforcement officer acting in the officer's official capacity on school grounds, in a school vehicle or at a school activity or sanctioned event shall not use handcuffs on any student, unless there is a danger to themselves or others or handcuffs are used during a custodial arrest that requires transport.

The SROs will work 15 minutes before school, through the school day, and 15 minutes after school. School resource officers are required to attend all mandatory training through ACSO in order to maintain their POST certification. ACSO will provide a backup School Resource Officer if available. If no backup officer is available, then notification will be made to the School District so they can provide coverage while SRO is out. The SROs are permitted to work after- school events. The School District shall provide the officers with a secure work-space where the SRO can conduct interviews, meetings, and attend to tasks as assigned. At a minimum, SROs will participate in the School District's training on procedures for FERPA, threat assessment, suicide intervention, and juvenile sexual offender management. The SRO should notify the School District's security office if they will be absent due to illness, other personal leave, or vacation.

Additional duties of SROs shall include:

- a. Providing law enforcement and police services to school grounds and areas adjacent to the school.
- b. Establishing and maintaining a close partnership with school administrators in order to provide a safe school environment.
- c. Assisting school administrators in emergency crisis planning and building security matters.
- d. Being visible within the school community, attending and participating in school functions, building working relationships with the school's staff as well as with student and parent groups.
- e. Developing and implementing classes in law-related education to support the educational efforts of the faculty and working closely with teachers in presenting law- related topics and the role of police in our society.
- f. Working with school mental health staff and other student support staff to assist students and providing services to students involved in situations where referrals to service agencies are necessary; assisting in conflict resolution efforts to include participating in threat assessments held between the school, student, and parents.
- g. Initiating interaction with students in the classroom and general areas of the school building; promoting the profession of law enforcement and being a positive role model; increasing the visibility and accessibility of ACSO to the school and community.

h. The ACSO SRO Unit has a therapy canine. The SRO therapy canine can be utilized in the Littleton Public Schools covered by the ACSO roving SRO. The SRO therapy dog will work alongside the handler and be utilized in a variety of situations, to include, but not limited to:

- Teaching classes
- Engaging with students in crisis
- Working with students with disabilities
- Aiding students seeking informal counseling
- Building relationships between students and law enforcement
- Comforting students in stressful situations

i. The ACSO Mounted Unit may be utilized in the Littleton Public Schools for educational programs and safety and security at events. The Mounted Unit utilizes full sized horses, ponies and miniature horses to accomplish a variety of programs. The Mounted Unit will respond to requests from the Littleton Public Schools and LPS Security, or as a part of an ACSO operations plan like "Safe Start". When participating in programs or events inside the City of Littleton, the Mounted Unit will make prior coordination with the Littleton Police Department. The Mounted Unit may be utilized for a variety of situations, to include but not limited to:

- Teaching classes
- Working with students with disabilities
- Building relationships between students and law enforcement
- Comforting students in stressful situations
- Increased visibility in school zones to promote school zone safety
- Increased patrols at events (like football games and other high attendance events) to promote peaceful participation and deter criminal activity

7. Pursuant to the Family Educational Rights and Privacy Act (FERPA), the SROs shall also be designated "school officials" as defined under 34 CFR § 99.3 l(a)(1)(B), to allow the disclosure of personally identifiable information from an education record of a student without consent. The Parties agree that the SROs will, among other duties, perform institutional services or functions for which the School District would otherwise use employees, such as participation on threat assessment teams and consulting and intervening in certain school discipline situations. While serving in this capacity the SROs will have legitimate education interests, and thus access to the following records: directory information, behavioral records, attendance, and student schedules unless notified otherwise. Therefore, in compliance with the requirements of FERPA, the SROs shall be under the direct control of the School District with respect to the use and maintenance of education records disclosed to the SRO in the course of providing such services, and shall be subject to the requirements of 34 CFR § 99.33(a) governing the use and disclosure of personally identifiable information from education records. Without limiting the foregoing and except as otherwise provided in this IGA, the SROs shall not disclose any personally identifiable information to any other party without the prior consent of the parent or eligible student, unless disclosure is otherwise permitted under Federal and State laws. Nothing in this paragraph shall be construed as designating the SROs as an official of the School District for any purpose other than compliance with FERPA. Furthermore, nothing in this IGA shall be construed as designating the SROs as an employee of a public school for any purpose, including but not limited to, Colorado Governmental Immunity Act (CGIA), Section 24-10-106.3.

8. To obtain any additional educational records, the SRO must sign a records request form (this includes requests for files of video or audio recordings from the School District's security systems). In the case of an imminent health or safety emergency, student information and records may be shared immediately between the school and the SRO. Any information obtained through the School District system shall only be used for active investigations by the ACSO.

9. The SROs may use body-worn cameras at their discretion, but at all times in accordance with the requirements of Colorado law and ACSO policies and procedures. Any footage obtained by a recording from a body-worn camera worn by the SRO will be maintained by the County and will not be an educational record under FERPA. School District requests for body-worn camera video must be submitted

to the Records Unit of the ACSO.

10. The SROs shall communicate on a regular basis, formally at scheduled meetings and informally as required, with school administrators, staff, students, parents, and neighborhood residents.

11. The School District shall reimburse the County annually for fifty percent (50%) of the cost of the SRO positions to include salary and benefits, uniform allowance and equipment, vehicles, gasoline, and vehicle maintenance. The County shall provide the School District with a semi-annual invoice for these costs.

12. The SROs shall be subject to emergency calls and assignments outside of the School District schools and/or neighborhoods when their services are required, as determined by the sole discretion of the ACSO.

13. Nothing in this IGA shall be construed as a waiver by any Party of the protections afforded pursuant to the CGIA, Sections 24-10-101 et seq., C.R.S. The same may be amended from time to time. Specifically, no Party to this IGA waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law.

14. The term of this IGA will be from August 1, 2026 until June 30, 2029. No amendment or modification of this IGA shall be valid unless expressed in writing, executed by the parties hereto in the same manner as the execution of this IGA. This IGA may be terminated by thirty (30) days' written notice given by either Party.

15. This IGA contains the entire agreement between the parties, and any written or oral agreements, which are different from the terms, conditions, and provisions of this IGA, shall be of no effect and shall not be binding upon either party.

16. Nothing contained herein is intended to, nor shall any provision hereof be deemed to create any debt or multi-fiscal financial obligation on the part of either party hereto. Each party's financial obligations hereunder are subject to its annual budget and appropriation of funds.

17. This IGA does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit or other proceedings against the County or the School District.

All notices required hereunder shall be given to:

Littleton Public School District #6
Superintendent of Schools
5776 South Crocker Street
Littleton, Colorado 80120

Arapahoe County Sheriff's Office
Attn: Sheriff Tyler S. Brown
13101 East Broncos Parkway
Centennial, Colorado 80112

All notices so given in writing shall be effective upon receipt when hand delivered, or upon mailing if notice is given by first class mail. This IGA is made and delivered in the State of Colorado, and shall be construed and enforced in accordance with the laws thereof.

LITTLETON PUBLIC SCHOOLS

Dr. Todd Lambert, Superintendent

Date

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ARAPAHOE

Leslie Summey, Chair

Date

ARAPAHOE COUNTY SHERIFF'S OFFICE

Tyler Brown, Sheriff

Date