

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF BRIGHTON,  
BROMLEY EAST CHARTER SCHOOL, AND  
EAGLE RIDGE ACADEMY CHARTER SCHOOL  
FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF BRIGHTON, COLORADO, a Colorado Home Rule Municipality, hereinafter referred to as the "City," and BROMLEY EAST CHARTER SCHOOL and EAGLE RIDGE ACADEMY HIGH SCHOOL, hereinafter referred to as "Schools."

**WITNESSETH**

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, et seq., and 29-20-105 of the Colorado Revised Statutes authorize and encourage local governmental entities to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the City, the Schools, and the community are significantly impacted by the demands placed upon them to address incidents and situations directly or indirectly related to juveniles and the schools; and

WHEREAS, the problems of delinquency, alcohol and substance abuse, gang involvement, and other youth related problems which negatively affect the community and the schools can best be addressed in a proactive and preventive manner; and

WHEREAS, the City and the District 27J have jointly developed a School Resource Officer program to provide a school-based approach to the development of a positive relationship between students and the police and the prevention of delinquency, alcohol and substance abuse, and gang involvement by our community's young people; and

WHEREAS, such programs are recognized as being effective in the development of a positive relationship between the police and young people and in the prevention of delinquency.

NOW THEREFORE, FOR AND IN CONSIDERATION of the covenants and agreements below appearing, the parties agree as follows:

**I.  
DEFINITIONS**

The following words, terms, and phrases, as used in this Agreement, shall have the following meanings:

"School," when used in the singular, shall refer to both Bromley East Charter School and Eagle Ridge Academy Charter School.

“School Leadership” or “Leadership,” whether used collectively or individually according to context, shall mean:

- For Bromley East Charter School: Executive Director, or his or her designee(s); and
- For Eagle Ridge Academy Charter School: Principal and Head of School, or his or her designee(s).

## II. SCOPE OF SERVICES

A School Resource Officer(s), hereinafter referred to as “SRO,” from the Brighton Police Department, hereinafter referred to as “Police Department,” shall be assigned to work with the administration, faculty, and students at the Charter Schools, and that officer shall perform functions including, but not limited to, the following:

- A. Assist in the prevention and control of crime, delinquency, truancy, and disorder on the campus and, when students are involved, in areas directly adjacent to the school campus.
- B. Conduct or assist in the investigation of offenses on campus and those off campus as time, resources, and circumstances permit when a student who attends one of the schools is suspected of being involved.
- C. Provide presentations and available educational resources in the following areas for students, parents and other groups associated with the Charter Schools: alcohol and substance abuse resistance, criminal justice system orientation, delinquency prevention, graffiti prevention, gang involvement, and community responsibility.
- D. As requested by School staff, provide instructional resources for classroom presentations.
- E. Enforce federal and state statutes and municipal ordinances as appropriate.
- F. Appear in court and assist in prosecution and other judicial processes as appropriate.
- G. Assist in the coordination of efforts of other enforcement agencies on the campuses.
- H. Provide visible presence on the campus.
- I. Assist campus supervisors with appropriate monitoring and enforcement in the parking lots and other grounds of the school.
- J. Upon request by School Leadership, and consistent with this Agreement, provide security at all the assigned School extracurricular activities such as athletic events and dances.
- K. Contribute to the positive police-school-community relations efforts, especially as these efforts relate to students and parents.
- L. Assist School in the enhancement of its security.

- M. Perform other duties as assigned by the Police Department and/or School Leadership by mutual consent.

**III.  
PROGRAM ADMINISTRATION**

- A. **Employment.** The SRO shall be a commissioned police officer employed full time (40 hours per week) by the Police Department. As such, the officer will be subject to the ordinances, policies, procedures, rules, regulations, directives, and orders of the City and the Police Department. The officer will also comply with the policies and regulations of the School to the extent that such policies and regulations are not in conflict with those of the City, are not in conflict with agreements herein contained, and are not in conflict with federal, state, or city laws.
- B. **Salary.** The Charter Schools will pay one-half (50%) of the salary and benefits costs for the SRO during the calendar year. The City will bill the Charter Schools at the conclusion of each calendar quarter. The Charter Schools agree to submit payment to the City within thirty (30) days of receipt of such bill. Each Charter School will be responsible for their percentage based on student enrollment:

Bromley East Charter School	1252 students	70%
Eagle Ridge Academy	519 students	30%

When requested by the School or an authorized school representative, the SRO will work overtime assignments such as after school or before school activities, athletic events, and special functions, subject to the approval of the Police Department. In addition, the School agrees to pay 50% of the SRO's overtime salary at the rate established for such officer by the City and pursuant to City Personnel Section 7.05 (A) incorporated herein by this reference (attached) regarding attendance at all assigned school extracurricular activities and all other duties as set forth herein.

- C. **Schedule.** The SRO will work a schedule consistent with City ordinances and subject to the Fair Labor Standards Act, as well as the provisions in Attachment A. Except as otherwise provided in this Agreement and during times when the School is in session, the SRO will be scheduled at the School Tuesday through Friday, on a time schedule that is mutually agreed upon between the Charter Schools and the Police Department, except for required duties such as, but not limited to, court appearances, mandatory meetings, and specialized training related to the delivery of professional law enforcement services. During the School's summer vacation, spring break, winter break, and on other days when the School is not in session, and the SRO is not involved in assigned school-related activities, the SRO, during the officer's shift hours dedicated to the School hereunder, will participate in Police Department or School training, take accumulated vacation, compensatory, or holiday time off or engage in prevention, enforcement, and other activities as assigned by the Police Department. In the event of an emergency, the SRO may be engaged to perform general police duties. If this occurs, in excess of two (2) consecutive days, the School will be credited for 50% of the officer's hourly salary rate for every hour of regularly-scheduled school related duties from which the officer is diverted. The SRO will be required to attend in-service training conducted by the Police Department generally one day each month and shall not be subject to this credit.

- D. **Supervision.** The SRO will be subject to the Police Department chain of command (hereinafter called "Police Supervisor"). Day-to-day direction will be given by School Leadership, except when actions would be in conflict with City policies. The assigned Police Supervisor will be responsible for maintaining frequent contact with School Leadership and School management staff to monitor and ensure compliance with this School Resource Officer Program.
- E. **Training.** The Charter School's new SROs will attend the **NASRO - BASIC** training (40 Hrs.) to obtain his or her SRO certification, and attend the **CASRO** annual training conference (July). All SRO-related training cost(s) will be agreed upon between the City and the Charter Schools as needed.
- F. **Performance Appraisal.** The SRO's performance will be evaluated consistent with City policy and procedures by the assigned Police Supervisor in conjunction with the School Leadership.
- G. **Selection.** The SRO will be selected in a manner as mutually agreed by the City's Police Chief and the School Leadership.
- H. **Vehicle.** As necessary to the duties of the position, and subject to availability, the SRO will be provided on-duty use of a Police Department vehicle.
- I. **Communications.**
  - 1. Communications with respect to the SRO's duties and responsibilities will be on a regular basis between the Police Supervisor and School Leadership, students, faculty, and the school community.
  - 2. The supervisory chains of command for both the School's personnel and the Brighton Police Department personnel will be followed closely should situations arise that cannot be resolved internally at the School.
  - 3. School Leadership and Police Supervisors are encouraged to resolve issues at the School prior to seeking assistance from outside sources.
- J. **Program Direction.**
  - 1. It is of benefit to the Schools that the SRO be given the flexibility to be mobile and visible throughout the building and campus during duty hours.
  - 2. Should the SRO have to leave the School for any reason during duty hours, the SRO will notify School Leadership, giving an approximate time of return to campus.
  - 3. It is agreed that School Leadership and the SRO will meet on a regular basis (weekly or monthly, to be determined by School Leadership and SRO) to discuss any concerns or issues which may impact the School or SRO.
- K. **Referral(s).** If School Leadership receives information concerning any incident or event which may impact the safety of students and staff or otherwise violate any laws, the SRO will be immediately notified.

- L. **Issuance of Summons and/or Arrest Determination.** The School and the Police Department acknowledge that some student misconduct may constitute both a violation of Board of Education Policy and Procedure and a violation of law. When this is the case, the student may be subject to both disciplinary procedures and criminal prosecution, as is applicable.
1. The SRO has the continuing authority and discretion to determine whenever a summons will or will not be issued, or an arrest made. The SRO may consult with School Leadership to evaluate the implications, impact, and alternatives, if any, regarding an incident or event.
  2. If after this discussion, it is determined by the SRO that the incident or event is a violation of law, it then becomes a matter for SRO action. Then the School will no longer be involved. All inquiries by outside persons will be referred to the Police Department by all School staff. Whenever a summons is issued, the SRO will not be requested by School staff to formally or informally rescind the SRO's determination of appropriate police action.
  3. If after the discussion, it is determined the incident or event is a violation of the School's Policy and Procedures; it then becomes a matter for School Leadership. Then the SRO will no longer be involved. All inquiries to the Police Department or to the SRO will be referred to School Leadership.

#### IV.

#### MISCELLANEOUS PROVISIONS

- A. **Liability Coverage.** The City and the School shall exchange evidence of insurance demonstrating general liability coverage for the School, and general liability and police professional liability coverage for the City in the minimum amount of the Colorado Governmental Immunity Act for protection from claims for bodily injury, death, property damage or personal injury which may arise through the execution of this Agreement. Evidence of coverage shall be sent to the City's Risk Manager and to School Leadership. Such evidence shall be approved by each party prior to the commencement of this Agreement.
- B. **Entire Agreement.** This Agreement contains the entire Agreement of the parties and no party has made any other prior agreements or representations or promises that are being relied upon by any other party, that are contrary to the terms of this Agreement.
- C. **Amendment.** Amendment of this Agreement may be made only in writing and signed by both parties hereto.

#### V.

#### TERMS OF CONTRACT

- A. **Term.** The term of this Agreement shall be eighteen months commencing January 8<sup>th</sup>, 2019, and terminating June 30, 2020, and is intended to coincide with the School's fiscal and school year.

- B. **Effective Date.** This Agreement is effective upon the signature of all parties.
- C. **Termination.** This Agreement may be terminated without cause by either the City or the School upon 30 days' written notice. The School may terminate this Agreement at any time without penalty upon 30 days' written notice due to a reduction or non-appropriation of funds or if any circumstances beyond the School's control, including but not limited to financial constraints imposed by action of the legislature or Governor of the State of Colorado Department of Education, prevent it from providing services or otherwise hinder, delay, or prevent the School from receiving revenue or income or increase the School's overhead to an extent the School reasonably decides to reduce or modify its operations.

This Agreement is not intended to create a multiple fiscal debt or other obligations of the School. The School's obligation under this Agreement shall be interpreted and limited in such a manner so as to be in compliance with the terms of Article X, Section 20, paragraph 4(b) of the Colorado Constitution.

IN WITNESS THEREOF, the Parties have signed this Agreement.

***[Signature pages to follow]***







## ATTACHMENT A

### **Sec. 7.05. - Overtime Rate**

Non-exempt employees shall be paid at the rate of 1 ½ times the regular hourly rate of pay for the number of payroll hours worked in excess of forty (40) hours in a week.

Non-exempt employees using compensatory time shall be compensated at the rate of 1 ½ times the number of payroll hours worked in excess of 40 hours per work week. Compensatory time may be accrued to a maximum of 40 hours per quarter, after which the employee shall be paid at the rate of 1 ½ times their hourly rate of pay.