

**MEMORANDUM OF UNDERSTANDING
CONCERNING INTERAGENCY INFORMATION SHARING
BETWEEN THE CITY OF BRIGHTON AND
SCHOOL DISTRICT 27J**

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Brighton ("City") and School District 27J ("District 27J"). Each may be referred to herein individually as "Party" or collectively the "Parties." The schools of District 27J may be referred to herein collectively as the "Schools."

In 2000, the Colorado State Legislature passed laws requiring the Board of Education of each school district operating within the state to formulate and implement a Safe School Plan for all of the schools within each of the districts.

A component of the Safe School Plans for all schools was to make arrangements for the sharing of information related to the adjudication and conviction of juveniles who had been or are currently enrolled in schools within the school district.

The Colorado Legislature also amended various provisions of the Colorado Children's Code and the Colorado Open Records Act to promote and facilitate the sharing of information between law enforcement agencies, school districts and local education and Assessment Centers for Children to assist the school districts in formulating their Safe School Plans.

As a part of the Schools' attempt to formulate Safe School Plans, the Schools, along with the City and the District Attorney for the 17th Judicial District, entered into a substantially similar MOU in 2006, and the Parties hereto wish to enter into this MOU to facilitate the continued sharing of information between the City and the Schools.

Section 18(2)(a) of Article XIV to the Colorado Constitution, as well as Section 29-1-201, *et seq.*, specifically 29-1-203, C.R.S., authorize and encourage governments to cooperate by contracting with one another to their mutual benefit.

In consideration of the mutual promises and conditions contained herein, the Parties hereto agree as follows:

I. Purpose/Scope

- A. The purpose of this MOU is to establish the criteria for the sharing of information between the Schools and the City concerning the charging, adjudication and conviction of juveniles charged with municipal ordinance offenses, excluding traffic offenses, which have occurred within the City of Brighton by juveniles who are or have attended schools within District 27J.
- B. The established criteria for sharing of juvenile information concerning the charging, adjudication and conviction, as set forth in Section III of this MOU, will affect the following City departments:

1. The Brighton Municipal Court will establish criteria by which juvenile information may be shared between the Brighton Municipal Court and Schools.
 2. The Brighton Police Department will establish criteria by which juvenile information may be shared between the Brighton Police Department and the Schools.
 3. The Brighton City Attorney's Office will establish criteria by which juvenile information may be shared between the Brighton City Attorney's Office and the Schools.
- C. In consideration of establishing the criteria for the sharing of information with the Schools and the City, through its Municipal Court and Police Department, the City will receive information from the Schools to assist in investigation of juvenile offenses and processing of juvenile offenses in the Brighton Municipal Court.

II. Definitions

Adjudication or conviction information shall mean identification of the charge and disposition upon a plea of guilty, *nolo contendere*, or finding of guilt and shall be deemed to include any deferred prosecution or judgment as well as applicable sentencing conditions and stipulations.

Court shall mean Brighton Municipal Court.

Credible Threat shall be defined as stated in C.R.S. 18-3-602(2)(b).

Crime of Violence shall mean those crimes identified as such in C.R.S. 18-1.3-406.

Designated District Representative shall mean a person identified by the school district as the person who will receive the juvenile's information from the participating parties in the MOU.

Juvenile shall mean any person who has not yet attained the age of 18 years.

Municipal Offense shall mean an identified alleged violation of Chapter 9, Articles 9-8-100, 9-8-110, 9-16-20, 9-16-60 through 9-16-100, 9-24-40, 9-28-40, 9-12-30, 9-12-40, 9-32-20 through 9-32-100 of the Brighton City Code.

Public Safety Concern shall include those incidents identified in C.R.S. 19-1-303(2)(b)(I).

Student means a juvenile or person currently enrolled in or who had been enrolled (within the previous 12 months) in any District school located within the City.

BPD shall mean Brighton Police Department.

Unlawful Sexual Behavior shall mean those crimes identified as such in C.R.S. 18-3-401, *et seq.*

III. Criteria for the City

A. Provision of Information in Possession of Court

1. Information which shall be disclosed upon request to the Schools:
 - a. Any information relating to the Court's duties, if any, with respect to delinquency and dependency & neglect matters, and concerning a student at a school, shall be provided to the Designated District Representative when the information is requested and reasonably appears to be within the performance of the school personnel's legal duties and responsibilities. [§19-1-303(2)(a)]
 - b. Any information requested by another agency performing duties with respect to Title 19 (delinquency and dependency & neglect), which is represented as necessary to the requesting agency's acquisition, provision, oversight, or referral of services and support under Title 19 shall be released, so long as such agency is a party or becomes a party to this MOU, or upon verification satisfactory to the City, that the information requested is from a legitimate agency acting within the course and scope of its duties and responsibilities.[§19-1-303(1)(a)]
 - c. All Court records regarding delinquency proceedings or Municipal Offenses and concerning a student as the alleged perpetrator shall be disclosed upon request to the Designated District Representative of a school in which a student is or will be enrolled. This does not apply to municipal traffic ordinance violations. [§19-1-303(2)(b)(II)]
2. Information which shall be disclosed upon a request from the School:
 - a. The Court may provide to the Designated District Representative, records and information, other than mental health or medical records, relating to any of the following:
 - 1) Municipal Offense conviction.
 - 2) Municipal Offense charges.
 - 3) Municipal Offense adjudication.
 - 4) Municipal Offense deferred prosecutions.

- 5) Municipal Offense deferred judgment/ adjudication.
- 6) Municipal Offense diversion.

[§19-1-303(2)(b)(II)]

- b. The Court may provide to the Designated District Representative any information, other than mental health or medical records, concerning the student which gives rise to a Public Safety Concern and relates to the following:
 - 1) The adjudication or conviction of a student for an act penalized as a misdemeanor or which could have been classified as a felony if committed by an adult.
 - 2) Municipal Offense violations involving a Crime of Violence.
 - 3) Municipal Offense violations that can only be committed by juveniles.

[§19-1-303(2)(b)(I)]

- c. Information which shall be automatically disclosed by the Court to the Schools:
 - (1) The Court shall notify the Designated District Representative of any condition of sentence, probation, parole or pretrial release imposed by a Municipal Court Judge which requires the student to attend school. [§13-10-113]
 - (2) Upon entry of judgment of adjudication or conviction against a student under 18 years of age for any Crime of Violence, unless otherwise provided, the Court shall notify the Designated District Representative of the school the student is attending of the adjudication or conviction.[§22-33-106.5]

B. Provision of Information in Possession of Brighton Police Department.

1. Information which shall be disclosed upon request to the Designated District Representative:
 - a. Any information relating to the BPD's duties with respect to delinquency and dependency & neglect matters, and concerning a student at a school, must be provided to school personnel at the student's school when the information is requested and reasonably appears to be within the performance of the school personnel's legal duties and responsibilities. [§19-1-303(2)(a)]

- b. Any information requested by another agency performing duties with respect to Title 19 (delinquency and dependency & neglect), which is represented as necessary to the requesting agency's acquisition, provision, oversight, or referral of services and support under Title 19, must be released, so long as such agency is a party or becomes a party to this MOU, or upon verification satisfactory to the City, that the information requested is from a legitimate agency acting within the course and scope of its duties and responsibilities.
.[§19-1-303(1)(a)]
- c. All law enforcement written reports concerning a student shall be disclosed upon request to the Designated District Representative of a school in which a student is or will be enrolled.
- d. Information which may be disclosed, with or without a request by the Schools:
 - 1) Police may provide the Designated District Representative, records and information, other than mental health or medical records, relating to any of the following:
 - a) Felony, misdemeanor, or Municipal Offense charges.
 - b) Felony, misdemeanor, or Municipal Offense adjudication or conviction.
 - c) Felony, misdemeanor, or Municipal Offense deferred prosecutions.
 - d) Felony, misdemeanor, or Municipal Offense deferred judgment/adjudication.
 - e) Felony, misdemeanor, or Municipal Offense diversion.

[§19-1-303-(2)(b)(II) & 19-1-304(2)(a)(XV)]

- 2) Police may provide to the Designated District Representative, any information, other than mental health or medical records, concerning the student which gives rise to a Public Safety Concern, and relates to the following:
 - a) The arrest of a student for an act constituting a misdemeanor or felony if committed by an adult.
 - b) The issuance of a municipal summons for an act constituting a misdemeanor or felony if committed by an adult.

- c) Any Crime of Violence if alleged to be perpetrated by a student that would otherwise rise to the level of a public safety concern.

[§19-1-303(2)(b)(I)]

- 3) Upon obtaining information related to the charging of a juvenile for an act constituting a misdemeanor or felony if committed by an adult, and within a reasonable period of time, the BPD will make reasonable attempts to determine the name of the school in which the student is enrolled and will provide charging information to the Designated District Representative in which the juvenile is or had been enrolled at the time of the alleged offense. This provision does not apply to mental health or medical records.

2. Public Safety Concern Information

- a. Upon arrest of any juvenile or student for a criminal or delinquent act constituting a misdemeanor or felony, which, in the BPD's opinion, rises to the level of a Public Safety Concern, BPD will notify, within a 72-hour period of time, the Designated District Representative of the school in which the juvenile or student is or will be enrolled of such arrest. This provision does not apply to mental health or medical records. [§19-1-303(2)(b)(II) & 19-1-304(2)(a)(XV)]
- b. Upon issuance of any summons for a municipal ordinance violation which, in the BPD's opinion, rises to the level of Public Safety Concern, BPD will notify, within a 72-hour period of time, the Designated District Representative of the school in which the juvenile or student is or will be enrolled. This provision does not apply to mental health or medical records.
- c. Upon learning of any Credible Threat by a juvenile or student, which, in the BPD's opinion rises to the level of a Public Safety Concern, BPD will notify, within a 72-hour period of time, the Designated District Representative of the school in which the student is or will be enrolled. This provision does not apply to mental health or medical records.

C. Provision of Information in Possession of Municipal Court Prosecutor Regarding Juvenile Municipal Offense Violations:

- 1. Upon adjudication or conviction of a juvenile or student for a municipal ordinance violation listed in subsections (a)-(q) below, the municipal prosecutor will make a good faith effort to determine and to notify the

Designated District Representative for the school in which the student is or will be enrolled, of adjudication and conviction information relative to such juvenile or student. The notification shall be provided weekly or sooner if earlier notice to the District is deemed reasonable by the prosecutor. This provision does not apply to mental health or medical records.

- a. Sec. 9-16-60. - Intentional bodily injury.
- b. Sec. 9-16-70. - Bodily injury; criminal negligence
- c. Sec. 9-16-80. – Intimidation
- d. Sec. 9-12-30. – Theft
- e. Sec. 9-12-40. - Theft by receiving.
- f. Sec. 9-12-80. - Theft by shoplifting
- g. Sec. 9-16-20. - Disorderly conduct
- h. Sec. 9-32-20. - Unlawful concealment and display of deadly weapon
- i. Sec. 9-32-30. - Display.
- j. Sec. 9-32-60. - Firearms on private property.
- k. Sec. 9-32-70. - Firearms prohibited in or upon public facilities
- l. Sec. 9-8-100. - Destroying public property.
- m. Sec. 9-8-110. - Destroying private property.
- n. Sec. 9-16-90. - Harassment.
- o. Sec. 9-16-100. - Threatening physical injury.
- p. Sec. 9-24-40. - Alcohol beverages and minors. Possession
- q. 9-28-40. - Offenses Possession of Marijuana and/or Drug Paraphernalia

[§19-1-303(2)(b)(II)]

2. Public Safety Concern: Upon learning of information related to the adjudication or conviction of a Municipal Offense committed by a juvenile or student which, in the municipal prosecutor's opinion, rises to the level of a Public Safety Concern, the municipal prosecutor will make a good faith effort to determine and notify, within a reasonable period of time, the Designated District Representative of the school district or the school in

which the student is or will be enrolled, of such adjudication and conviction information regarding such student. This provision does not apply to mental health or medical records. [§19-1-303(2)(b)(I)]

3. Threats and Other Incidents: Upon learning of any Credible Threat, by a student, which in the municipal prosecutor's opinion, rises to the level of a public safety concern, the municipal prosecutor will make a good faith effort to determine and notify, within a reasonable period of time, the Designated District Representative of the school in which the student is or will be enrolled of such Credible Threat. This provision does not apply to mental health or medical records. . [§19-1-303(2)(b)(I)]

IV. Criteria for the Schools

A. Information which may be disclosed by the Schools upon request: [24-72-204(3)(e)]

1. A student's education records must be provided to the Court upon the issuance of a court order or lawfully issued subpoena.
2. Information directly relating to a student and maintained by the school must be provided to BPD or the Court under the following circumstances:
 - a. The disclosure concerns a Municipal Ordinance offense and the Court's or BPD's ability to effectively serve the student prior to adjudication; and
 - b. The Court or BPD agrees that the information will not be disclosed unlawfully.
3. Attendance and disciplinary records must be provided upon request to the Court or the BPD under the following circumstances:
 - a. The Court or BPD agrees that the information will not be disclosed unlawfully;
 - b. The Court or BPD is conducting a criminal investigation concerning the student, or a matter under the School Attendance Law of 1963, Title 22, Article 33, Part 1 C.R.S.;
 - c. The information sought is necessary for the investigation; and
 - d. The Court or BPD needs the information to effectively serve the student prior to adjudication.

4. Information which relates to an emergency health or safety concern shall be provided to state and local officials with a legitimate need to know the information.
5. Information which relates to acts or incidents compromising school safety, but which may not rise to the level of a criminal offense.
6. Information which, under a reasonable grounds standard, relates to the possible abuse or neglect of a student shall be disclosed to the BPD during the course and scope of any related investigation.
7. Information concerning the following criminal offenses perpetrated by a student against a school employee or teacher shall be reported to the BPD during the course and scope of any related investigation.
 - a. Assault;
 - b. Disorderly conduct;
 - c. Harassment;
 - d. A knowingly false allegation of child abuse lodged against a school employee or teacher;
 - e. Any violation of Title 18, C.R.S., directed at a school employee or teacher.
 - f. Damage by a student to the personal property of a school employee or teacher.
8. Information concerning any criminal offense for which the school has reasonable grounds to believe has been perpetrated by a student or adult on school grounds or at school-related activities must be reported to the BPD.
9. Information concerning a student's failure to attend part or all of any school day, without authorization, must be reported to the City and/or District Attorney handling the student's case when the school has been notified that the student is under a judicial order to attend school.

V. Term and Termination

- A. This MOU shall commence on the date of the last signature below for an initial term of ten (10) years concluding September 30, 2029, and thereafter may be renewed for additional terms of five (5) years upon written MOU by the Parties unless the MOU has been terminated upon written notice as provided herein.

- B. This MOU may be terminated by any Party without cause upon 60 days written notice of termination provided to the other Parties expressing intent to terminate and no longer abide by the provisions of this MOU, provided, however, that termination of this MOU is not intended to affect the terminating Party's obligations under existing law.

VI. Liabilities

A. Indemnification

To the extent permitted by law, the Parties each agree to indemnify and hold harmless the others, their officers, employees, and agents from any liability, claims, loss, damage, injury, costs or attorney's fees resulting from its own act(s) or omission(s) as may be associated with or arising out of or in connection with this MOU and the providing of juvenile information on the charging, arrest or adjudication of juveniles.

B. Good Faith

The Parties hereby agree to devote their best efforts and exercise good faith in implementing the provisions of this MOU and providing the information identified in a timely and professional manner, and thereby the Parties intend to fall within the immunity protection of C.R.S. 22-32-109.1(9)(a) and C.R.S. 19-1-303(4.3) to the extent applicable.

C. Governmental Immunity

The Parties acknowledge that each Party, their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this MOU, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Parties, their officers, or employees.

VII. Notice

Any notice required by this MOU shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail in the manner described above.

City of Brighton
City Manager
500 S. 4th Avenue
Brighton, CO 80601

School District 27J
ATTN: Superintendent
Superintendent's Office
18551 East 160th Ave.
Brighton, Colorado 80601

VIII. Integration and Amendment

- A. This MOU represents the entire MOU between the Parties and there are no oral or collateral MOUs or understandings. The Parties agree that this MOU may be amended only by an instrument in writing and signed by the Parties.

IX. Venue

This MOU shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought only in the County of Adams, State of Colorado.

X. Severability

If any article, section, paragraph, sentence, clause or phrase of this MOU is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this MOU.

XI. Waiver

A waiver by any Party of a breach of any term or provision of this MOU shall not operate or be construed as a waiver of any subsequent breach by any Party.

XII. Paragraph Captions

The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this MOU.

XIII. Approval

This MOU is expressly subject to approval by City Manager-City of Brighton, Director of Operations-District 27J, and the 17th Judicial District Attorney's Office.


The Parties hereto have executed this MOU to be effective as of the date of the last signature.

CITY OF BRIGHTON

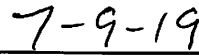
Kenneth J. Kreutzer, Mayor

Date

SCHOOL DISTRICT 27J



Dr. Chris Fielder
Superintendent
School District 27J



Date