

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF BRIGHTON AND SCHOOL DISTRICT 27J,
FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT is made and entered into this ____ day of _____, 2018 (the "Effective Date"), by and between the CITY OF BRIGHTON, hereinafter referred to as the "City," and SCHOOL DISTRICT 27J, hereinafter referred to as the "District 27J" (each a "Party" and collectively the "Parties").

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;

WHEREAS, the City, the School 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;

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;

WHEREAS, the City and the District 27J have jointly developed a School Resource Officer(s) 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. SCOPE OF SERVICES

A. Five (5) School Resource Officer, hereinafter referred to as an "SRO," from the Brighton Police Department, hereinafter referred to as the "Police Department," shall be assigned to work with the administration, faculty and students at Brighton High School, Prairie View High School, Prairie View Middle School, Vikan Middle School, Overland Trail Middle School, and Brighton Heritage Academy, hereinafter referred to as the "Schools," and SROs shall perform functions including, but not limited to, the following:

1. 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 campuses.
2. 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.

3. Provide presentations and available educational resources in the following areas: alcohol and substance abuse resistance, criminal justice system orientation, delinquency prevention, graffiti prevention, gang involvement and community responsibility, for students, parents and other groups associated with the School.
4. Provide instructional resources for classroom presentations.
5. Enforce Federal and State Statutes and Municipal Ordinances as appropriate.
6. Appear in court and assist in prosecution and other judicial processes as appropriate.
7. Assist in the coordination of efforts of other enforcement agencies on the campuses.
8. Provide visible presence on the campuses.
9. Assist campus supervisors where applicable with appropriate monitoring and enforcement in the parking lots and other grounds of the schools.
10. Upon request by the Schools' Principals or their designees, consistent with this Agreement, provide security at all the assigned School extracurricular activities such as athletic events and dances.
11. Contribute to the positive police-school-community relations efforts, especially as these efforts relate to students and parents.
12. Assist all the Schools in the enhancement of their security.
13. Perform other duties as assigned by the Police Department and/or the Schools' Principal or designee by mutual consent.

II. 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 of Brighton and the Police Department. The SRO also will 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 this Agreements; or are not in conflict with Federal, State or City laws.

B. **Salary.** School District 27J will pay one-half (50%) of the salary and benefits cost for each School Resource Officer during the calendar year. The City of Brighton will bill the District at the conclusion of each calendar quarter. The District agrees to submit payment to the City within 30 days of receipt of such bill. When requested by the School or an authorized school representative, the SROs 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, District 27J agrees to pay 100% of the SRO's overtime salary at the rate established for such officer by the City and pursuant to the City of Brighton Personnel Manual, Sec. 7.05 (A), attached hereto and incorporated herein as Exhibit A, for the attendance at all assigned school's extracurricular activities and all other duties as set forth herein.

This Agreement shall be amended in writing by the Parties to reflect the addition of SROs and to address payment of their salary (ies). Even with the addition of SROs, the City will fund, in full, the supervisory personnel described in D.

C. **Schedule.** The SRO will work a schedule, consistent with City ordinances, and subject to the Fair Labor Standards Act. Except as otherwise provided in this Agreement and during times when the School is in session, the SROs will be scheduled at the Schools Tuesday thru Friday, on a time schedule that is mutually agreed upon between the School and the Police Department (hereinafter "Regular Hours"). The SROs shall also complete additional required duties such as, but not limited to, court appearances, mandatory meetings and specialized training related to the delivery of professional law enforcement services, at other times as needed (hereinafter "Activities Hours"). 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 assigned Regular Hours or Activities Hours, the SROs, during the SROs' Regular Hours 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 District 27J will be credited for 50 percent of the SRO's hourly salary rate for every hour of Regular Hours or Activities Hours 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.** SROs will be subject to the Police Department chain of command (hereinafter called "Police Supervisor"). Day-to-day direction will be by the assigned Schools' Principals, or their designees, except when actions would be in conflict with City or Police Department policies. The assigned Police Supervisor will be responsible for maintaining frequent contact with the School Principals, their management staff, and District 27J security and intervention staff to monitor and ensure compliance with this Agreement.

E. **Training.** District 27J agrees to pay registration fees for new SROs to attend NASRO - BASIC training to obtain SRO certification within six (6) months of assignment as an SRO, and agrees to pay registration fees for all current SROs to attend the CASRO annual training conference. Payment of any additional SRO related training cost(s) will be addressed and agreed upon by the Parties on an as needed basis.

F. **Performance Appraisal.** The SROs' performance will be evaluated consistent with City and Police Department policy and procedures by the assigned Police Supervisor in conjunction with the Schools' Principals or their designees.

G. **Selection.** SROs will be selected in a manner as mutually agreed upon by the Parties, it being acknowledged that both Parties shall play a role in the selection process.

H. **Vehicle.** As necessary to the duties of the position, and subject to availability, the SROs will be provided on-duty use of a Police Department vehicle.

I. **Office and Equipment.** District 27J will provide an SRO office at each School, a district computer and a school radio. The Police Department will provide a gun safe installed for each SRO office.

J. **Communications.**

1. Communications with respect to the SRO's duties and responsibilities will be on a regular basis between the Police Supervisor and the Schools' Principals or designees, students, faculty and the school communities.
2. The supervisory chains of command for each School's personnel and the Brighton Police Department personnel will be followed closely should situations arise that cannot be resolved internally at a School.
3. The School Principals or their designees and Police Supervisors are encouraged to resolve issues at the School prior to seeking assistance from outside sources.

K. **Program Direction.**

1. It is of benefit to the Schools that the SROs be given the flexibility to be mobile and visible throughout the building and campus during duty hours.
2. Should an SRO have to leave a School for any reason during duty hours, the SRO will notify the School Principal or designee giving an approximate time of return to the School's site.
3. It is agreed that each School Principal or their designee and the assigned SRO will meet on a regular basis (weekly or monthly, to be determined by the Principal and SRO), to discuss any concerns or issues which may impact the School or SRO.

L. **Referral(s).** If the School Principal or designees receive 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.

M. **Issuance of Summons and/or Arrest Determination.** District 27J and the Police Department acknowledge that some student misconduct may constitute both a violation of School 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. SROs have the continuing authority and discretion to determine whenever a summons will or will not be issued, or an arrest made. An SRO may consult with the School Principal to evaluate the implications, impact and alternatives, if any, regarding an incident or event.
2. If after this discussion, if 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. When a summons has been issued, School staff will not request the SRO to formally or informally rescind the SRO's determination of appropriate police action.

3. If after the discussion, if it is determined the incident or event is a violation of the School's Policy and Procedures; it then becomes a matter for the School's Principal or designee. Then the SRO will no longer be involved. All inquiries to the Police Department or to the SRO will be referred to the School Principal or designee.

III. MISCELLANEOUS PROVISIONS

A. **Liability Coverage.** Within thirty (30) days of the Effective Date, the City and District 27J shall exchange evidence of insurance demonstrating general liability coverage for District 27J, and general liability and police professional liability coverage for the City in the minimum amounts 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 the District 27J Risk Manager. 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 or that are contrary to the terms of this Agreement.

C. **Amendment.** Amendment of this Agreement may be made only in writing and signed by the Parties.

IV. TERMS OF AGREEMENT

A. **Term.** Subject to annual appropriation, the term of this Agreement shall be five-years (5) commencing August 6th, 2018, and terminating June 30, 2023, and is intended to coincide with District 27J's fiscal school year.

B. **Termination.** This Agreement may be terminated without cause by either Party upon 30 days written notice. District 27J 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 District 27J'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, prevents it from providing services or otherwise hinders, delays or prevents District 27J from receiving revenue or income or increases its overhead to an extent District 27J reasonably decides to reduce or modify its operations.

C. This Agreement is not intended to create a multiple fiscal debt or other obligations of either Party. Both Parties' obligations under this Agreement shall be interpreted and limited in such a manner 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.

SCHOOL DISTRICT 27 J, ADAMS COUNTY

By Chris Fiedler
Superintendent
Attest:

Date

Approved as to form:

Janet Wyatt, General Counsel
School District 27J

Date

CITY OF BRIGHTON, COLORADO

By Philip Rodriguez
City Manager

Date

Attest:

Natalie Hoel
City Clerk
City of Brighton

Date

Approved as to form:

Hilary M. Graham
Acting City Attorney
City of Brighton

Date

EXHIBIT A

City of Brighton Personnel Manual, Sec. 7.05 (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.