

SUMMARY OF 2013 INTERGOVERNMENTAL AGREEMENT BETWEEN DPS AND DPD

This is a brief summary of the key policies and language contained in the 2013 Intergovernmental Agreement (IGA) between Denver Public Schools (DPS) and the Denver Police Department (DPD). The IGA was publicly signed by DPS Superintendent Tom Boasberg and DPD Police Chief Charlie White in February 2013, following negotiations with youth leaders from Padres y Jóvenes Unidos, a Denver-based parent and youth group, who have worked to end the school-to-prison pipeline in Colorado for over a decade.

1. The IGA contains policy language which clarifies/limits the role of School Resource Officers (SROs).
 - SROs must differentiate between disciplinary issues and crime problems and respond appropriately.
 - SROs must de-escalate school-based incidents whenever possible.
 - SROs must understand that DPS has adopted a Discipline Policy that emphasizes the use of restorative approaches to address behaviors, and is designed to minimize the use of law enforcement intervention.
2. The IGA contains due process protections for parents and students.
 - Parents must be notified as soon as possible when students are ticketed or arrested.
 - Principals must be notified within a reasonable time period when a student is ticketed or arrested.
 - Students must be questioned, when necessary, in a manner and time when it has the least impact on a student's schooling.
 - SROs must be notified if a student involved in a school-based infraction possesses disabilities and/or an Individualized Education Plan (IEP) and who therefore may require special treatment or accommodations.
3. The IGA requires meetings between SROs and community stakeholders.
 - SROs will meet with community stakeholders at least once per semester.
 - SROs will participate in meetings with school administration when requested.
4. The IGA requires training of SROs and school administrators on how best to deal with youth in schools.
 - School principals and SROs will attend three two-hour citywide trainings per year, once at the beginning of the school year and once during each semester.
 - DPD officers will be trained on their role within DPS' schools and on the rights afforded to students.
 - Training topics may include such topics such as child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and the creation of safe spaces for lesbian, gay, bisexual, transgender, and questioning students.

**INTERGOVERNMENTAL AGREEMENT CONCERNING THE FUNDING,
IMPLEMENTATION AND ADMINISTRATION OF
PROGRAMS INVOLVING POLICE OFFICERS IN SCHOOLS**

THIS INTERGOVERNMENTAL AGREEMENT, dated as hereinafter set forth, is made by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (hereinafter referred to as the “City” or the “Police Department”) and SCHOOL DISTRICT NUMBER ONE (hereinafter referred to as “DPS”, the “School District” or the “District”) (collectively as “Parties”).

THE PARTIES AGREE AS FOLLOWS:

1. AUTHORITY: This Intergovernmental Agreement (“IGA”) is made by and between the Parties in accordance with C.R.S. Section 29-1-203, *et seq.*
2. PURPOSE: The purpose of this IGA is to provide for the health, safety and welfare of Denver Public School students by providing for partnership programs involving fifteen (15) police officers or School Resource Officers (“SROs”), assigned by the Police Department to DPS middle schools and high schools (“SRO Partnership”).
3. THE CITY’S OBLIGATIONS & RESPONSIBILITIES:
 - a. Subject to annual appropriation by the City and the availability of appropriated funds, the City will pay the remaining funds in excess of the funds paid by the School District for SRO services to pay for police officers to support the SRO Partnership. The City will also furnish any equipment and training state law requires for the operation of the SRO Partnership.
 - b. The Police Department will schedule the working hours of the SROs supporting the SRO Partnership, taking into account the 2012/2013 school year calendar of the school where each SRO is assigned. The hours of SRO availability will be during normal school hours while the school of assignment is in session. Adjustments outside these regular hours shall be by mutual agreement in writing between school administration and the Police Department designee.
 - c. Officers supporting the SRO Partnership will be City employees recruited and employed by the Police Department. The SROs’ salaries, payroll taxes, payroll based expenses, including workers’ compensation insurance, and benefits are the responsibility of, and will be paid exclusively by the City.
 - d. Notwithstanding anything to the contrary herein, all scheduling, deployment and, supervision of the SROs supporting the SRO Partnership will be the responsibility of the Police Department.
 - e. The Police Department reserves the right to remove/re-assign any SRO as long as prior notification has been given to DPS.

- f. The Police Department reserves the option and is not obligated to substitute police officers when any regularly scheduled SRO is not available to support the SRO Partnership.
- g. The Police Department and Denver Public Schools are jointly responsible for the decision to select the schools that are part of the SRO Partnership.

4. THE SCHOOL DISTRICT'S OBLIGATIONS & RESPONSIBILITIES

Denver Public Schools reserves the right to request the removal/re-assignment of any SRO for any reasonable cause DPS provides in writing to the Police Department after other attempts to correct the problem have been explored. The District Commander shall consider DPS's input when determining the removal or reassignment of any SRO and the District Commander shall have the final decision concerning the removal or reassignment of any SRO.

5. MUTUAL OBLIGATIONS & RESPONSIBILITIES

- a. The Police Department and Denver Public Schools understand the importance of ensuring that each SRO embraces and works collaboratively with school administration and understands the school culture they are a part of. Therefore, selection of SROs assigned to the SRO Partnership will be made through a collaborative process involving the Police Department and DPS school administration. Notwithstanding the foregoing, the District Commander from the district where the SRO is assigned to the SRO Partnership shall have the final decision as to the placement of each SRO.

The City and the School District retain all of their respective rights and obligations under the Colorado Governmental Immunity Act, CRS 24-10-101, et seq. The City specifically assumes no responsibility for the implementation, operation or administration of this program.

- b. High School/Middle School Resource Officer. The mission of the High School/Middle School SRO is to provide for and maintain a safe, healthy and productive learning environment while acting as a positive role model for students in Denver Public Schools by working in a cooperative, proactive, problem-solving partnership between the City and the School District. The following also sets forth guidelines to ensure that DPD and DPS have a shared understanding of the roles and responsibilities of each in maintaining safe schools, improving school climate, and supporting educational opportunities for all students.
- c. The High School/Middle School SRO will:
 - i. Differentiate between disciplinary issues and crime problems and respond appropriately.
 - ii. De-escalate school-based incidents whenever possible.
 - iii. Understand that the District has adopted a Discipline Policy that emphasizes the use of restorative approaches to address behaviors, and is designed to minimize the use of law enforcement intervention.

- iv. Enhance school safety on school grounds to help foster a safe and secure learning environment.
- v. As partners with the District, when appropriate and to the extent that SROs are familiar with various City agencies or community organization; SROs may assist school staff and students with locating such City agencies or community organizations.
- vi. As partners with the District, when appropriate, SROs may assist with resolving law enforcement issues that affect the School District and the broader community.
- vii. Provide a positive liaison between the Police Department, the students, the school administration and the District security department.
- viii. Participate in meetings with school administration when requested by school administration during the SROs normal shift.
- ix. Officers making an arrest or writing a citation/summons to a student at school, at a school event, or on a school vehicle shall notify the school principal or the principal's designee in a reasonable time period, not to exceed the mandates set forth by state law.
- x. Question students in a manner and a time when it has least impact on the student/suspect's schooling so long as the delay in questioning does not interfere with the effectiveness of an investigation.

d. The School District will:

- i. Provide a school district coordinator.
- ii. Provide a school facilitator (liaison in the school).
- iii. Provide an office/storage or work space for SRO's materials and personal effects.
- iv. Provide time for their school principals or their designees and the assigned SROs to attend three two-hour citywide training meetings per year, one at the beginning of the school year and once during each semester, and will excuse SROs to attend additional trainings as may be required by the P.O.S.T. Board. Such trainings may include topical areas such as child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and the creation of safe spaces for lesbian, gay, bisexual, transgender and questioning students. Any training beyond those specifically required by the P.O.S.T. Board must be agreed upon by both the District and the Police Department.
- v. Provide students and classroom for classes.
- vi. Provide equipment and supplies (chalkboard, overhead projector, VCR/TV and some printing).
- vii. School administration will arrange meetings with the SRO as needed by the school administration..
- viii. De-escalate school-based incidents whenever possible.
- ix. Make every effort possible to handle routine discipline (code of conduct) within the school without involving the SRO in an enforcement capacity (issuing citations) unless it absolutely necessary or required by law.
- x. Cooperate with Police Department-initiated investigations and actions without hindering or interfering with the Police Department's or the assigned SRO's official duties.
- xi. Provide ongoing feedback to the Police Department designee for evaluation purposes.

- xii. Offer an opportunity for the SRO and school administration to meet with community stakeholders at least once per semester.
 - xiii. Notify parents as soon as possible when students are ticketed or arrested.
 - xiv. Notify officers responding to a school-based infraction if any student involved possesses disabilities and/or an Individualized Education Plan (“IEP”) and who therefore may require special treatment or accommodations.
- e. The Police Department will:
- i. Provide SRO supervision.
 - ii. Provide SRO-trained police officer, when such training is required by state statute.
 - iii. Provide SRO training to comply with state requirements, when such training is required by state statute.
 - iv. Provide the SRO with uniforms and equipment..
 - v. Follow the agreed upon schedule for deployment of SRO’s at high schools and middle schools.
 - vi. Ensure that a member of the Police Department District Command Team, having a rank of Lieutenant or above, maintain communication with DPS school administration and conduct face to face meetings at least twice per semester to evaluate the performance of services provided by the SRO.
 - vii. Train DPD officers on their role within DPS’s schools and on the rights afforded to students as required by the P.O.S.T. Board. Trainings may include such topics as child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and the creation of safe spaces for lesbian, gay, bisexual, transgender, and questioning students. Any training beyond those specifically required by the P.O.S.T. Board must be agreed upon by both the District and the Police Department.
- f. Special Considerations:
- i. Police Department/School District
 1. Although SROs will be working in conjunction with the school staff, they will report directly to the Police Department assigned sergeant on any administrative matters and will follow the Police Department command structure.
 2. The School District acknowledges that SROs are required by policy and procedure to perform various tasks throughout the year, that may include, but not limited to: weapons qualification required by the Police Department; in service training required by the Police Department; and court appearances.
 3. Although the primary duty of an SRO is to handle criminal matters at the school, SROs may use discretion allowed them under Police Department policy.
 4. Although SROs remain employees of the Police Department, SROs are required to spend their duty day on the campus of the school(s) they are assigned to except as required to perform other assigned duties by the Police Department.

6. REIMBURSEMENT BY SCHOOL DISTRICT.

- a. School District's Cost of SRO Partnership/Invoicing and Payments. The total projected cost of the High School/Middle School SRO Partnership is \$1,513,823. Except as provided herein, from August 12, 2012 through June 4, 2013, DPS agrees to pay, and the City agrees to accept, as full and complete compensation to the City for SRO Partnership, a fixed cost of Six Hundred and Thirty Six Thousand and No/100 Dollars (\$636,000.00) payable on a pro-rated monthly basis during the term hereof. Invoices for DPS's portion of the cost sharing arrangement are due and payable in full upon receipt.
- b. Fund Availability. The City and DPS acknowledge that (i) neither party by this IGA irrevocably pledges present cash reserves for payments in future fiscal years, and (ii) this IGA is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either party. The Parties understand and agree that any expenditure of the City shall extend only to funds appropriated by the Denver City Council for the purpose of this IGA, encumbered for the purpose of the IGA and paid into the Treasury of the City.

7. SRO SCHEDULE AND ASSIGNMENT.

- a. The SRO Partnership will consist of having an officer in each of the District's contracted high schools and middle schools on an alternating basis eight hours per day for five days per week, or 40 hours per each school per two week period for the School District year. School assignments are included as Appendix A to this Agreement.
- b. The pattern of alternation can be set by the mutual agreement of the SRO supervisor and the school principal, assuring an even split of the SRO's time between each of his/her two schools.
- c. The School District or school of assignment may request from the District Commander of the district where a SRO is assigned to the program that a SRO or other patrol officer be assigned additional hours and/or days beyond their normal working hours. The District Commander has the sole and absolute discretion regarding assignments of SROs or other patrol officers beyond the assigned contracted days. If the School District or school of assignment requests and obtains approval for additional coverage from the District Commander, the Police Department may seek compensation or reimbursement for the additional cost associated with that coverage, if any, to be paid from the budget of the school of assignment.

8. TERM/Miscellaneous Provisions:

- a. Term. This IGA shall be effective for five (5) school years unless it is terminated earlier as provided herein. The initial one (1) year term of this IGA begins in the 2012-2013 school year. Service days will be determined by the individual school calendar where SRO's are assigned. After the initial one (1) year term, the School District may renew the IGA for four (4) additional one (1) year terms by providing written notification to the City its intent to renew thirty (30) days before the expiration date . Any option to extend the term of the IGA

is effective only after the City agrees to extend the term. The cost to extend the term each school year will be mutually agreed to by the Parties in writing. For planning and budgeting purposes, the City shall provide the estimated cost of the SRO Partnership to the School District no later than April 30 of each year. Thereafter, the City will confirm the actual cost of the SRO Partnership for the following year before the spring semester will be determined prior to July 1 of the subsequent year, subject to officers' salary revisions contracted by the City.

- b. Any extension of this IGA is subject to annual appropriation of funds by both the City and the School District.
- c. Assignment: The School District shall not assign or otherwise transfer this IGA or any right or obligation hereunder without prior written consent of the City.
- d. Law: This IGA is subject to and shall be interpreted under the laws of the state of Colorado, and the Denver City Charter, City Revised Municipal Code, Ordinances, Rules and Regulations of the City and County of Denver, Colorado, a Colorado Home Rule City. Court venue and jurisdiction shall exclusively be in the Colorado District Court for Denver County, Colorado. The school District shall ensure that the School District and the School District employees, agents and officers are familiar with, and comply with, applicable federal, state and local laws and regulations as now written or hereafter amended.
- e. Appropriation of Funds: In accord with the Colorado Constitution, Article X and the City Charter, performance of the city's obligations under this IGA are expressly subject to the appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this IGA, or appropriated funds may not be expended due to City Charter spending limitations, the City may terminate this IGA without compensation to the School District. The School District's participation under this IGA is subject to annual appropriation of funds by the School District.
- f. Termination:
 - i. The City may terminate this IGA with the School District for the City's convenience upon thirty (30) days' written notice to the School District without compensation to the School District.
 - ii. The School District may terminate this IGA with the City for the School District's convenience upon thirty (30) days' written notice to the City without compensation to the City except for services actually performed prior to the termination or during the thirty (30) day notice period.
- g. Integration: This IGA is a completely integrated agreement and contains the entire agreement between the Parties. Any prior written or oral agreements or representations regarding this agreement shall be of no effect and shall not be binding on the School District or the City. Further, the School District and the City acknowledge and agree that this is a negotiated text

agreement, that as such no term shall be construed against the School District as the author thereof.

- h. No Third Party Beneficiary: It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this IGA shall give or allow any such claim or right of action by any third person or entity. Any third party receiving services or benefit under this IGA shall be deemed to be incidental beneficiaries only.
- i. Entire Agreement: This IGA constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this IGA may be amended only in writing and executed by duly authorized representatives of the Parties.
- j. Local Concern: The Parties agree and acknowledge that the activities contained in this IGA are matters of local concern only, and that the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this IGA shall be construed as matters of statewide concern.
- k. Liability of The Parties: The provision of services under this IGA is for the benefit of both Parties to the IGA. Each party agrees to be responsible for its own liability incurred as a result of its participation in this IGA. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this IGA.
- l. No Liability For Breach Or Termination:
 - i. The School District shall have no claim or action at law against the City for breach or termination of this IGA by the City, and the School District expressly waives and releases the City from any claim or action at law or equity under, or resulting in any manner from, this IGA.
 - ii. The City shall have no claim or action at law against the School District for breach or termination of this IGA by the School District, and the City expressly waives and releases the School District from any claim or action at law or equity under, or resulting in any manner from, this IGA.
- m. Electronic Signatures and Electronic Records: the School District consents to the use of electronic signatures by the City. The IGA, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the IGA solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the IGA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Intergovernmental Agreement on the dates indicated below.

(SIGNATURE PAGES TO FOLLOW)