

**Agreement Between
The Poudre School District R-1 and the Town
of Timnath for the School Resource Officer
Program**

THIS AGREEMENT is made and entered into by and between POUDRE SCHOOL DISTRICT R-1 (hereinafter referred to as the "District"), the Town of Timnath (hereinafter referred to together as the "Town").

WITNESSETH:

- A. Effective July 1, 2020 the District and the Town enter into this Intergovernmental Agreement to implement the School Resource Officer Program.
- B. The goals of the School Resource Officer Program (hereinafter referred to as "the Program") are to:
 - 1. Provide a safe learning environment and help reduce school violence;
 - 2. Improve school law enforcement collaboration; and
 - 3. Improve perceptions and relations between students, staff and law enforcement officials.
- C. The District and the Town recognize the outstanding benefits that the Program has for the citizens of the Town and the District and particularly for the students of the District's schools located within the Town of Timnath.
- D. It is the intent of the District and the Town that the parties share the costs as outlined in Article IV.
- E. It is the intent of the District and the Town that this Agreement replace and supersede in all respects all prior agreements contained therein between the District and the Town regarding the SRO Program.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the District and Town hereby agree as follows:

ARTICLE I

Term

This Agreement shall commence on July 1, 2020 and shall continue in effect through and including June 30, 2021, unless earlier terminated as provided in this Agreement.

ARTICLE II

The Program

A. Assignment of School Resource Officer (hereinafter "SROs")

1. The Town shall assign one (1) regularly employed police officer to provide services as a School Resource Officer to the following schools located within the Town of Timnath:

Bethke Elementary School

Timnath Elementary School

- (a) There will be no SROs assigned to Charter Schools under the terms of this Agreement.

2. The SROs shall commence providing services at least two days prior to the commencement of the District's fall semester of each year during the term of this Agreement. Such services shall end after the last day of the spring semester. Summer school is not included within this Agreement.

3. As an SRO is assigned to multiple schools, the SRO shall have office space in at least one of the schools. The location and specifications of the office space shall be designated and approved by the District's Executive Director of Operations and building principal.
4. The Chief of Police or designee shall assign the duties of supervision of the SROs. Such supervisor shall oversee the SRO and shall perform scheduled visits to the schools. When practicable, during scheduled visits, the supervisor shall meet with the SRO and school administrators and any staff designated by the principal.
5. When practicable, the SRO Supervisor, the SRO, and the District's Security Manager or his/her designee shall meet weekly at a time and location to be determined by the parties to discuss problems, issues and concerns as they arise.

B. Regular Duty Hours of the School Resource Officer

1. The SROs shall be assigned to the schools on the basis of 10 hours per week on those days and during those hours that the schools are in regular session. The primary purpose of the Program is to provide services during normal school hours. However, because it is sometimes desirable to have SROs attend school activities conducted outside of normal school hours, the principal(s) of the assigned schools and the SRO Supervisor may agree to adjust the working hours of the SRO provided that overtime hours are not worked. The SROs may be temporarily reassigned by the Chief of Police or designee during school holidays and vacations except as provided in Article II; or during the period of a law enforcement emergency, as determined by the Chief of Police or designee.

C. Duties of the School Resource Officer

1. The SRO shall work during the hours school is in session and coordinate his/her schedule with the school principal(s) or his/her designee. When schools are closed due to in-service training, the SRO, if invited by the school principal, may attend the in-service training or use those hours for SRO administrative duties. During extended non-school periods, the SRO will be assigned as needed by the SRO Supervisor, except as provided in Article II. The SRO shall schedule time-off for vacations and floating holidays during periods when school is not in session.

2. The SRO shall wear Town of Timnath approved uniforms and drive a marked patrol unit. In the event the SRO is authorized to wear civilian clothes for a specific event, the SRO shall comply with a dress code that is determined and approved by the principal and SRO Supervisor.
3. Subject to the SRO's discretionary law enforcement authority, the SRO shall take appropriate law enforcement action as requested by school administrators. The SRO may also take appropriate law enforcement action as required by law and Town of Timnath policy and must then notify the school administrator as soon as practicable of any violations or actions which impact on school discipline, order or safety and such other violations and actions as the District reasonably requests be reported. This may include interviewing suspects and victims of criminal violations, issuing summonses, and addressing traffic concerns. Should it become necessary to conduct formal law enforcement interviews with the students, the SRO shall adhere to District policy, regulations and guidelines, Town of Timnath Police policy and legal requirements with regard to such interviews.
4. The SRO shall assist other SROs or law enforcement agencies in conducting investigations when requested or when required.
5. The SRO shall develop teaching expertise and assist faculty in instructing specialized classes on such topics as the role of policing in the community, search and seizure, traffic laws, crime prevention, victims' rights, community involvement, and youth programs. In addition, the SRO shall encourage and participate in discussion during classes to establish rapport with students. Any additional areas of instruction or SRO participation in school activities must be mutually agreed upon by the Town of Timnath Police Department, the SRO Supervisor, the District Security Manager, and the principal or his/her designee of the affected school.
6. The SRO shall seek permission, advice, and guidance from school administrators prior to enacting any program within the schools.
7. The SRO shall assist school administrators, staff, and faculty, in developing emergency procedures and emergency management plans in coordination with the District's Security Department to include prevention and/or minimization of dangerous situations which may result from student unrest.
8. The SRO shall be familiar with and abide by all relevant District policies, regulations and guidelines related to safety, student conduct and discipline issues, including the District's Code of Conduct, except to the extent such policies, regulations, Code and guidelines conflict with his/her responsibilities as a law enforcement officer.
9. The SRO shall assist administrators, faculty and staff with the investigation of any suspected violations of law occurring on District premises. It shall be understood and agreed that a SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense. The SRO shall not be used for regularly assigned lunchroom duties, hall monitoring or other

monitoring duties. If there is a problem area, the SRO may assist the school until the situation is resolved.

10. The SRO shall seek to develop a working relationship with students and student organizations, faculty, staff members, District administrators, and community members.
11. The SRO shall coordinate enforcement efforts with campus supervisory personnel, i.e., administrators, campus supervisors, hall monitors, parking attendants and private security firm personnel.
12. The SRO shall maintain detailed, accurate, and up-to-date records as required by the Town of Timnath, school administrators and central administrators, and submit reports as requested.
13. The SRO shall work proactively with all law enforcement agencies that serve the District community.
14. The SRO shall work proactively with students, parents, and faculty regarding public safety and use problem-solving teams and programs to address issues.
15. The SRO shall provide information and referrals regarding community programs to school administrators, staff, students and parents so that appropriate assistance can be accessed. These programs may include mental health clinics, peer support, drug treatment centers, etc. The SRO may make referrals to such agencies when necessary. The SRO shall refer students to the school or District counselor as needed. Referral guidelines are determined by the school administrators.
16. The SRO may attend, whenever possible, selected school functions as recommended by school administrators.
17. The SRO shall maintain confidentiality of any information obtained pursuant to Title 19 of the Colorado Revised Statutes (the Colorado Children's Code), and the SRO shall not disclose the information except as provided by law or court order.
18. The District may provide the SRO access to certain records as deemed necessary and in compliance with the Family Educational Rights and Privacy Act (FERPA), and other applicable laws. The SRO shall have access to and maintain confidentiality of District records and information in accordance with Parts 2 and 3, Article 72 of Title 24, Colorado Revised Statutes, FERPA and District policies.
19. The SRO shall coordinate with and inform the District's Security Manager, or his or her designee, of investigations and cases which have a significant impact on a school or the District, or as required by law.
20. The SRO shall perform other duties which will promote the goals of the Program and which are mutually agreed upon by the District and the Town of Timnath.

D. Training

1. Basic SRO training shall be provided to new SROs prior to commencement of employment as an SRO, or as soon as reasonably possible. Basic SRO training may be obtained through the Colorado Association of School Resource Officers, the National Association of School Resource Officers or any other organizations which provide similar training. Such training expenses shall be the responsibility of the Town of Timnath.

ARTICLE III

Facilities and Equipment

- A. The District shall provide to each SRO the following equipment and facilities, which are deemed necessary to the performance of the SRO's duties under this Agreement:
1. The District shall provide each SRO with an office area as previous outlined by this agreement..
 2. The District shall provide for the use of each SRO a desk and necessary office furniture, a computer and access to a printer. These items shall be paid for and maintained by the District.
- B. All Town or District equipment and facilities, including vehicles, utilized by the SRO in connection with the Program shall be maintained by and at the expense of the respective owners of such equipment.
- C. In the event this Agreement is terminated, any Town or District facilities or equipment utilized in connection with the Program shall be returned to or retained by the respective owners.

ARTICLE IV

Financing of the Program

- A. The District shall provide funding for the Program as follows:
1. The District shall fund fifty percent (50%) of the employment costs for each SRO assigned to the Program based on a one hundred eighty-two (182) working day school year. A "working day" includes all days school are in session, some employee training and leave days. Attached as Exhibit "A" is an estimate of the annual employment costs.

2. The District shall pay to the Town of Timnath on a quarterly basis an amount equal to fifty percent (50%) of the previous quarter's employment costs for each SRO assigned to the program.
- B. In the event circumstances and requirements of either party changes, the District and Town of Timnath shall work in good faith to come to an agreement regarding future assignments, funding and the number of SROs assigned to the Program.
 - C. The payment as set forth in this Agreement is for SRO services during the regular school year, excluding summer vacation/summer school. If the parties agree to services for summer school, the parties shall work in good faith to come to an agreement on funding for summer school services.

ARTICLE V

Employment Status of SRO

- A. It is expressly understood that the SROs and SRO Supervisor are employees of the Town of Timnath. The District and Town acknowledge that the SRO is a law enforcement officer under the direct supervision and control of the Town of Timnath Police. The SRO shall remain responsive to the chain of command of the Town of Timnath Police.
- B. The Town, at its sole discretion, will be responsible for taking any necessary or appropriate disciplinary action against any SRO or Supervisor. In exercising these responsibilities, the Town may consult with the District. The District will provide input and feedback to the SRO, the SRO Supervisor and the Town, and shall participate in reviews, evaluations and planning for particular SRO positions. The District shall regularly advise the Town of the SROs and SRO Supervisor's work performance and shall immediately report to the Town any instances of alleged misconduct or discrimination. The parties shall fully cooperate with each other in the investigation of any allegations of misconduct or discrimination. The District shall make its employees available as witnesses in any Town-conducted disciplinary or termination proceeding, workplace investigation or internal affairs investigation.

ARTICLE VI

Appointment of the SROs

- A. The SRO Personnel Board shall recruit, interview, and evaluate SRO applicants and shall forward to the Town of Timnath or Town of Timnath's designee a list of applicants who meet the requirements below and who have received a favorable recommendation by the Board based on all the requirements and criteria listed below. Such recommendations shall be made only upon a majority vote of the Personnel Board. The SRO Personnel Board shall be comprised as follows: (i) at least three (3) representatives from the District, and (ii) at least two (2) members from the Town of Timnath.

- B. Applicant requirements: SRO applicants must meet all of the following requirements:
- a. The applicant must voluntarily seek the position of SRO and must indicate a willingness to hold the position for two (2) years.
 - b. The applicant must be a full-time peace officer, as defined by C.R.S. §18-0-901(3)(1)(I), with a minimum of two (2) years of law enforcement experience, not to include detention or correction assignments.
 - c. The applicant must be employed as police officer on non-probationary status with the Town of Timnath.
 - d. The applicant must agree that if hired for the position of SRO, he/she will not seek a transfer from the position until the end of a school year and that he/she will not schedule time off for vacations and floating holidays during periods when school is in session.
- C. Among additional criteria for consideration by the SRO Personnel Board are job knowledge, experience, training, education, attitude, communication skills, prior service as a SRO, prior training, education or experience with youth.
- D. The names of any applicants receiving a favorable recommendation from the SRO Personnel Board, shall be forwarded to the Town of Timnath or Town of Timnath's designee, who shall appoint a SRO, with agreement from the District Security Manager, from the list of those recommended.

ARTICLE VII

Dismissal, Reassignment, Retirement or Resignation of SROs; Replacement

- A. In the event a PSD administrator believes that the SRO is not effectively performing his/her duties and responsibilities, the administrator shall recommend to the District's Superintendent or designee that the SRO be removed from the Program, and shall state the reasons therefore in writing. Within ten (10) working days after receiving the recommendation from the administrator, the Superintendent or designee shall advise the Town or Town's designee. If the Town or Town's designee so desires, the Superintendent or designee shall meet with the SRO and the Town or Town's designee to mediate or resolve any problems which may exist. At such meeting, specified school staff members may be required to be present. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Town or Town's designee, then the Town and District shall determine whether to remove the SRO from the Program.
- B. The Town or Town's designee may dismiss or reassign a SRO or SRO Supervisor from the Program at any time based upon the Town of Timnath or Timnath Police Department rules, regulations, policies or directives, or when it is in the best interests of the Town of Timnath as determined by the Town.

- C. An SRO or Supervisor may be transferred or promoted from his/her SRO position during the school year at the discretion of the Town of Timnath or Town's designee. In the event of a transfer, dismissal, retirement, rotation, or promotion, and during the vacancy and period of time necessary to replace the SRO adjustment to the Parties' financial obligations will occur as set forth in Article IV. SROs requesting a transfer to another position must do so at the end of the school year or semester, unless alternative timing of a particular request is agreed upon by the Town and the District. The SRO must make such request in writing. Transfer request decisions shall be made at the discretion of the Town or Town's designee.
- D. In the event of resignation, dismissal, promotion, retirement, rotation or transfer of an SRO, or in the case of a long-term absence due to injury, illness, disability or other cause the duration of which is anticipated to be more than fourteen (14) calendar days, the Town shall provide a replacement of the SRO within five (5) calendar days of receiving notice of such illness, injury, resignation, dismissal, promotion, retirement, rotation or transfer. As soon thereafter as practicable, the SRO Personnel Board shall recommend a permanent replacement for the SRO position. In the event a vacancy or temporary assignment continues for longer than fourteen (14) calendar days, the parties agree to negotiate an adjustment of the District's financial contribution for the previous quarter. It is the intent of both parties that as soon as practicable, the Program is returned to full staffing under this Agreement. Adjustments to the Parties' financial obligations set forth in Article IV, will be made for all days of the vacancy.
- E. Notwithstanding anything contained herein, in the event an extended closure of District buildings during the school year, either party may request temporary reassignment of some or all of the SROs identified in Article II(A) for the duration of the extended closure. In this event, the District's funding obligations under Article IV shall be prorated to exclude the days the SROs are reassigned during the extended closure.
1. For the purposes of this section, "extended closure" includes any time the District decides or is ordered by the state or local government, or other municipality having jurisdiction, to close its buildings for longer than one (1) week. For purposes of this section, an "extended closure" does not include school holidays or vacations or the summer period when schools are not in session.

ARTICLE VIII

Evaluation

The parties shall evaluate the effectiveness of the Program and consider whether modifications to the Program are necessary or advisable to accomplish its purpose. This evaluation is critical to continue a successful program and the parties agree to invest sufficient time and effort in the evaluation process. The parties shall also evaluate the financial obligations for each party and may make adjustments to the Program as may be necessary to continue the Program, as mutually agreed upon by the parties.

ARTICLE IX

Appropriations

All obligations of the parties under this contract are solely from currently budgeted funds

and this contract does not constitute a multiple fiscal year obligation of the parties. The obligations of each party under this Agreement payable after its respective current fiscal year are contingent upon adequate funds for that purpose being budgeted, appropriated and otherwise made available. All financial obligations of the parties, including but not limited to funding obligations under this Agreement, are subject to budgeting and the annual appropriation of such funds by the governing body of each party each fiscal year. The parties shall follow respective internal policies and procedures relative to the renewal of this Agreement.

ARTICLE X

Termination of Agreement

- A. Notwithstanding any other provision of this Agreement, any party to this Agreement may terminate this Agreement upon material breach by the other party of any term or condition of this Agreement if such breach continues for a substantial and unreasonable period of time, but in any event if the breach is continued for a period of thirty (30) days after receipt by the breaching party from the non-breaching party of written notice of the existence of such breach. Termination of this Agreement shall not, however, be the sole remedy of any party and any exercise of this right to terminate shall not preclude the pursuit of any other remedy available in law or in equity to the non-breaching parties.
- B. If either party fails at any time to appropriate the funds necessary to comply with the requirements under this Agreement or if the District fails to timely pay the funds required, the Town may terminate this Agreement upon giving the District thirty (30) days written notice. Upon such termination, the District shall pay for all SRO services provided by the Town under this Agreement to the date of termination. The Parties shall thereafter have no further obligations under this Agreement.
- C. Force Majeure. Notwithstanding anything contained herein to the contrary, it is agreed that in the event and to the extent that fire, flood, earthquake, natural catastrophe, explosion, accident, war, illegality, act of God, or any other cause beyond the control of either party hereto, or strikes and labor troubles (whether or not within the power of the party affected to settle the same) prevents or delays performance by either party to this Agreement and any addendum, such party shall be relieved of the consequences thereof without liability, so long as and to the extent that performance is prevented by such cause.

ARTICLE XI

Notices

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when personally delivered or deposited in the United States postal service as regular mail, postage prepaid, and addressed as follows or to such other person or address as a party may designate in writing to the other party:

To the District

Superintendent of Schools
Poudre School District R-1
2407 LaPorte Avenue
Fort Collins, Colorado 80521-2297

President
Poudre School District R-1 Board of Education
2407 LaPorte Avenue
Fort Collins, Colorado 80521-2297

To the Town of Timnath

Town Manager
Town of Timnath
4800 Goodman Street
Timnath, Colorado 80547

ARTICLE XII

Good Faith

The parties, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The parties agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties which may arise in implementing the Agreement by good faith negotiations before resorting to termination of this Agreement and/or litigation.

ARTICLE XIII

Modification

This document constitutes the full understanding of the parties, and no term, condition, understanding or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing signed by the affected parties.

ARTICLE XIV

Miscellaneous

This Agreement, and each and every covenant herein, shall not be capable of assignment except with the prior written consent of all parties. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder for any cause whatsoever. Nothing in this Agreement shall be construed as a modification or waiver of any right, privilege, defense, obligation, notice or other provision of the Colorado Governmental Immunities Act.

ARTICLE XV

Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

ARTICLE XVI

Counterparts

This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

ARTICLE XVIII

Supersedes Previous Agreement

This Agreement replaces and supersedes in all respects all previous SRO Agreement as it relates to the agreements contained therein between the District, the Town of Timnath.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

POUDRE SCHOOL DISTRICT R-1
BOARD OF EDUCATION

Date: _____

By: _____
President

Approved as to form:

ATTEST: _____
Secretary

Attorney for the District

Date: 5/28/2020

Date: 5/28/2020

Date: _____



Timnath Chief of Police



Town of Timnath Manager

ATTEST: _____
Deputy Clerk

Approved as to form:

Robert Rogers

Senior Town Attorney

EXHIBIT A

Agreement Between
Poudre School District R-1 and The Town of Timnath
for the School Resource Officer Program

**Estimated Costs of School Resource Officer Program to Poudre School District
for the 2020-2021 School Year**

Resource	Annual Cost Per Unit	Number of Units Requested	Total Annual Cost
School Resource Officer (SRO) (Salary and benefits)	\$131,557	1	\$131,557
Patrol Vehicle (includes lease, insurance, and fuel)	\$10,410	1	\$10,410
Capital Replacement Costs (duty equipment)	\$2,148	1	\$2,148
Administrative Costs (cell phone, computer, etc)	\$3,815	1	3,815
Total	\$147,930		\$147,930

$\$147,930 \text{ (Total Annual Cost)} / (260 \text{ working days} \times 8 \text{ hours per day}) = \71.12 per hour

$\$71.12 \text{ per hour} \times 182 \text{ school days} \times 2 \text{ hours per day (10 hours per week)} \times .5 \text{ (amount paid by PSD)}$
 $= \$12,943.84$

Total Cost to Poudre School District for the 2020-2021 school year = \$12,943.84