

**xpINTERGOVERNMENTAL AGREEMENT
BETWEEN
CHERRY CREEK ACADEMY, A PUBLIC CHARTER SCHOOL IN SCHOOL
DISTRICT NUMBER 5, ARAPAHOE COUNTY, COLORADO
AND
ARAPAHOE COUNTY
FOR SCHOOL RESOURCE OFFICER**

This Intergovernmental Agreement ("IGA") is made and entered into this 6th day of August, 2021, by and between **CHERRY CREEK ACADEMY, A PUBLIC CHARTER SCHOOL IN SCHOOL DISTRICT NUMBER 5**, hereinafter referred to as "CHERRY CREEK ACADEMY" and ARAPAHOE COUNTY, hereinafter referred to as "County".

RECITALS

WHEREAS, the Cherry Creek Academy and the County desire to place a school resource officer at Cherry Creek Academy in Arapahoe County, and the surrounding neighborhood. This IGA formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement and the youth of our community, with the goal of reducing crime committed by juveniles and young adults. This IGA delineates the mission, organizational structure, and procedures of the School Resource Officer Program (hereinafter the "SRO Program") as a joint cooperative effort between Cherry Creek Academy and the Arapahoe County Sheriff's Office. The success of this program relies upon the effective communication between all involved employees, the Executive Director and Board of Directors of Cherry Creek Academy, and other key staff members of each organization.

WHEREAS, the Cherry Creek Academy has agreed to reimburse the County for one-half of the cost of placing the officers at the schools as described in Section 11 here of;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, the parties hereto agree as follows:

1. The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain a safe, secure, and orderly learning environment for students, teachers, and staff. This is accomplished by assigning Law Enforcement Officers employed by the Arapahoe County Sheriff's Office (hereinafter referred to as "SRO") to the Cherry Creek Academy on a permanent basis.

2. The County shall assign one patrol officer as an SRO to serve on a full-time, year-round basis, excluding county authorized leaves such as vacation or sick leave, to perform duties primarily within Cherry Creek Academy and the surrounding neighborhood.
3. The Arapahoe County Sheriff's Office shall appoint the SROs based solely on the department's selection criteria but shall include the Cherry Creek Academy in the selection process as practical.
4. The SROs shall at all times be employees of the County, and their duties will be determined solely by the County after consultation with the Cherry Creek Academy.
5. The County shall supervise the SROs, who shall be subject to discipline under the Arapahoe County Sheriff's Office policies and procedures and the County's personnel policies and procedures. Both parties agree to work cooperatively to address any performance concerns or conflicts involving an assigned SRO.
6. The general duties, roles, and responsibilities of the SRO shall include law, traffic, and parking enforcement; investigative follow-up; and community problem solving. The SRO shall not be used as a disciplinarian. All discipline will be handled by the Cherry Creek Academy and their staff. Any SRO will understand that the Cherry Creek Academy utilizes a restorative approach and seeks to minimize the use of law enforcement intervention. The Executive Director or their designees may request the assistance of an SRO for the purpose of safety when conducting a school investigation, including searches. However, if an SRO initiates a law enforcement investigation of a student or a search on Cherry Creek Academy property based on probable cause, the SRO is responsible for notifying the Executive Director/designee. The SRO is also responsible for notifying the parent(s) if a student is identified as a suspect and will be interviewed as part of a criminal investigation. The school administrator and/or Cherry Creek Academy shall be responsible for any other notifications to the parent(s). The school administrator should ensure staff cooperates with law enforcement investigations or actions related to crime or criminal activity on any campus, but, in the event, law enforcement ultimately remains responsible for conducting any such investigation or action.

The SRO will work 15 minutes before school, through the school day, and 15 minutes after school. School Resource Officers are required to attend all mandatory training through the department in order to maintain their POST certification. The SRO is permitted to work after-school events. The Cherry Creek Academy shall provide the SRO with a secure work space where the SRO can conduct interviews, meetings, and attend to tasks as assigned. The SRO will participate in the Cherry Creek Academy's training on procedures for FERPA, threat assessment, suicide intervention, and juvenile sexual offender management. The SRO should

notify the Cherry Creek Academy's Executive Director if they will be absent due to illness, other personal leave, or vacation.

Additional duties of the SRO shall include:

- a. Providing law enforcement and police services to school grounds and areas adjacent to the school.
- b. Establishing and maintaining a close partnership with school administrators in order to provide a safe school environment.
- c. Assisting school administrators in emergency crisis planning and building security matters.
- d. Being visible within the school community, attending and participating in school functions, building working relationships with the school's staff as well as with student and parent groups.
- e. Developing and implementing classes in law-related education to support the educational efforts of the faculty and working closely with teachers in presenting law-related topics and the role of police in our society.
- f. Working with guidance counselors and other student support staff to assist students and providing services to students involved in situations where referrals to service agencies are necessary; assisting in conflict resolution efforts to include participating in threat assessments held between the school, student, and parents.
- g. Initiating interaction with students in the classroom and general areas of the school building; promoting the profession of law enforcement and being a positive role model; increasing the visibility and accessibility of the Sheriff's Office to the school and community.

7. Pursuant to the Family Educational Rights and Privacy Act (FERPA), the SRO shall also be designated as a "school official" as defined under 34 CFR § 99.31(a)(1)(B), to allow the disclosure of personally identifiable information from an education record of a student without consent. The Parties agree that the SRO will, among other duties, perform institutional services or functions for which the District would otherwise use employees, such as participation on threat assessment teams and consulting and intervening in certain school discipline situations. While serving in this capacity the SRO will have legitimate education interests, and thus access to the following records: directory information, behavioral records, attendance, and student schedules unless notified otherwise. Therefore, in compliance with the requirements of FERPA, the SRO shall be under the direct control of the Cherry Creek Academy with respect to the use and maintenance of education records disclosed to the SRO in the course of providing such services, and shall be subject to the requirements of 34 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. Without limiting the foregoing and except as otherwise provided in this IGA, the SRO shall not disclose any personally identifiable information to any other party without the prior consent of the parent or

eligible student, unless disclosure is otherwise permitted under Federal and State laws. Nothing in this paragraph shall be construed as designating the SRO as an official of the Cherry Creek Academy for any purpose other than compliance with FERPA. Furthermore, nothing in this IGA shall be construed as designating the SRO as an employee of a public charter school for any purpose, including but not limited to, Colorado Governmental Immunity Act (CGIA), Section 24-10-106.3.

8. To obtain any additional educational records, the SRO must sign a records request form (this includes requests for files of video or audio recordings from the Cherry Creek Academy's security systems). In the case of an imminent health or safety emergency, student information and records may be shared immediately between the school and the SRO. Any information obtained through the Cherry Creek Academy system shall only be used for active investigations by the Arapahoe County Sheriff's Office.

9. The SRO may use body-worn cameras at the SRO's discretion. Any footage obtained by a recording from a body camera worn by the SRO will be maintained by the County and will not be an educational record under FERPA.

10. The SRO shall communicate on a regular basis, formally at scheduled meetings and informally as required, with school administrators, staff, students, parents, and neighborhood residents.

11. The Cherry Creek Academy shall reimburse the County annually for fifty percent (50%) of the cost of the SRO position to include salary and benefits. The County shall provide the Cherry Creek Academy with a semi-annual invoice for these costs.

12. The SRO shall be subject to emergency calls and assignments outside of the schools and/or neighborhoods when their services are required, as determined by the sole discretion of the County.

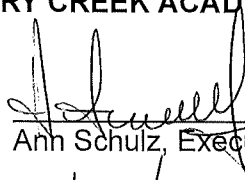
13. Nothing in this IGA shall be construed as a waiver by any Party of the protections afforded pursuant to the CGIA, Sections 24-10-101 et seq., C.R.S. the same may be amended from time to time. Specifically, no Party to this Agreement waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law.

14. The term of this IGA will be from January 1, 2022 until January 1, 2023. No amendment or modification of this Agreement shall be valid unless expressed in writing, executed by the parties hereto in the same manner as the execution of this Agreement. This IGA may be terminated by thirty (30) days' written notice given by either Party.

IN WITNESS WHEREOF the Parties have caused this Amendment to be executed effective as of the most recent date stated below.

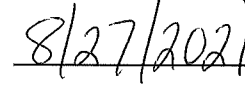
CHERRY CREEK ACADEMY

By: _____



Ann Schulz, Executive Director

Date: _____



**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ARAPAHOE, COLORADO**

By: _____

Nancy Jackson, Chair

Date: _____

ARAPAHOE COUNTY SHERIFF'S OFFICE

By: _____

Tyler S. Brown, Sheriff

Date: _____