

**Agenda Item No: IV- e**  
**Meeting Date: September 24<sup>th</sup>, 2018**

**Subject:** Memorandum of Understanding Between the City of Dacono and the Weld RE-8 School District for a School Resource Officer at Kenneth Homyak PK-8

**Presented by:** Matthew B Skaggs  
Chief of Police

**Background:** This inter-governmental agreement establishes a working relationship between the City of Dacono and the Weld RE-8 School district for the purposes of providing a full-time police officer to act in the capacity of a school resource officer in the Homyak Pre-K through 8<sup>th</sup> grade school. Among other things, the agreement establishes a cost sharing agreement in which the school district agrees to pay for 66% of the salary, benefits, costs and training expenses of the full-time position. The City of Dacono is responsible for the remaining 34%. This relationship benefits the school as well as the city. Schools have become a focal point when it comes to the safety and well being of students and school staff. With states, schools and school districts nationwide devoting resources to student and staff safety and mental health matters, school resource officers play a significant role in the day to day operations related to these efforts. For the city, a police officer situated in a school and able to deal with school matters related to these issues, keeps patrol resources available for day to day city-wide police matters. The MOU also establishes general guidelines and expectations on the part of both the city and the school district related to the duties and availability of the school resource officer. Funding for this is provided for in the operating budget of the police department.

**Recommended Action:** Approval of Memorandum of Understanding Between the City of Dacono and the Weld RE-8 School District for a School Resource Officer at Kenneth Homyak PK-8

**RESOLUTION NO. 18-74**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF DACONO AND WELD COUNTY SCHOOL DISTRICT 8 REGARDING THE CREATION OF A SCHOOL RESOURCE OFFICER PROGRAM AT THE KENNETH HOMYAK PK-8 SCHOOL WITHIN THE SCHOOL DISTRICT**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DACONO, COLORADO:**

**Section 1.** The proposed Memorandum of Understanding (“MOU”) by and between the City of Dacono and Weld County School District 8 is hereby approved in essentially the same form as the copy of such MOU accompanying this resolution.

**Section 2.** The Mayor is hereby authorized to execute the MOU, and is further authorized to negotiate and approve on behalf of the City such revisions to the MOU as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the MOU are not altered.

INTRODUCED, READ, and ADOPTED this 24<sup>th</sup> day of September, 2018.

CITY OF DACONO, COLORADO

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Joe Baker, Mayor

ATTEST:

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Valerie Taylor, City Clerk

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter “MOU” or “Agreement”) is entered into by and between the City of Dacono, Colorado (hereinafter “City” or “Dacono”) and Weld County School District 8 (hereinafter “School District”).

WHEREAS, the purpose of this document is to establish a School Resource Officer (“SRO”) Program (“SRO Program”) at Kenneth Homyak PK-8 (the “School”), a school in the School District, and to set forth guidelines to ensure law enforcement, school officials and the communities they serve have a shared understanding of the goals of the SRO Program; and

WHEREAS, the parties recognize the paramount importance of a safe environment and good physical, mental and emotional health to the academic and life success of its students; and

WHEREAS, the parties agree that an effective SRO Program defines the role of the SRO within the context of the educational mission of the school, distinctions between disciplinary misconduct handled by the school officials, criminal offenses handled by law enforcement, information sharing, SRO training requirements, program assessment and SRO Program structure; and

WHEREAS, it is the intent of the City and of the School District that the SRO receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties hereto desire to set forth their understanding of their rights, obligations and agreements with respect to the SRO and SRO Program.

NOW, THEREFORE, the parties hereby agree as follows:

1. **PURPOSE.** This MOU formalizes the relationship between the City and the School District in order to foster an efficient SRO Program at the School, that will build a positive working relationships between law enforcement and the youth of Dacono with the stated goal of reducing crime and providing a safe learning environment as well as providing:
  - a. An increased ability of law enforcement and the School to gather and analyze useful and timely information about crime and fear of crime in schools.
  - b. An increased ability of law enforcement and the School to work together in developing innovative, systematic, long term approaches to reducing and preventing different kinds of crime in and around their schools and preventing unnecessary law enforcement involvement in non-criminal school misbehavior.

- c. An increased understanding of how to effectively interact with youth through coordinated training on topics that effect childhood and adolescent development.
- d. An increased ability through coordinated training for schools and law enforcement staffs to properly train and respond to school safety threats and emergencies.

2. **TERM.** This MOU will be in effect for the School year commencing in August 2018 and shall continue for one year. Unless the MOU is terminated in writing by either party within 60 days of expiration of the then-current term, the MOU shall automatically renew for an additional one-year term.

3. **SALARY AND EXPENSES OF SRO.** The School District shall be responsible for payment of 66% of the salary, benefits, costs and training expenses of the SRO. The City shall be responsible for payment of the remaining 34% of the SRO's salary, benefits, costs and training expenses. The City and the School District expect that the SRO will perform the responsibilities set forth in this MOU during regular school hours, and will not be required to work more than eight hours per day or forty hours per week. School District requests for SRO or Dacono Police Department services outside of normal school hours (e.g., for events, dances or meetings), are not included within the scope of this MOU.

4. **ORGANIZATIONAL STRUCTURE.** The City shall be responsible for interviewing candidates for the SRO position and shall choose the officer that will serve as the SRO at the School. The City shall retain the exclusive right to exercise customary functions of day to day supervision and employee management of the SRO. The SRO shall at all times remain an employee of the City of Dacono, Colorado. The SRO shall be trained and certified to serve as the SRO. The SRO shall be dedicated to working at the School, but the City reserves the right to remove the SRO at any time if Dacono Police Department staffing levels fall below acceptable norms or emergency circumstances so dictate. The City and the School District shall each designate a contact person to facilitate communications regarding the SRO's work performance.

5. **SRO RESPONSIBILITIES.** The SRO shall be responsible for carrying out all duties of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Dacono Police Department. Any complaints about the SRO shall be handled by the City. The SRO is not responsible for enforcement of the code of student conduct and shall refrain from being involved in enforcement of disciplinary rules that do not constitute violations of criminal law except when requested by School staff. Absent a real and immediate threat to a student, teacher or general school safety, building-level school administrators shall have final authority within the School building.

The SRO is not a formal counselor or educator and will not act as such. However, the SRO may be used as a resource to assist students, faculty and staff of the School. The SRO may be utilized to instruct students and faculty on a variety of subjects ranging from alcohol and drug education to formalized academic classes. The SRO will utilize these

opportunities to build rapport with students.

The SRO's first priority shall be to enforce the criminal laws and to protect students, staff and the public at large against criminal activity at the School. The SRO shall take all necessary enforcement action on criminal matters as is necessary per Dacono Police policies and procedures. The SRO will wear a Dacono-issued police uniform with all necessary accessories and equipment. The SRO shall complete all applicable reports in a timely manner and where practical, shall coordinate investigative procedures between law enforcement and school administrators. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or the SRO's assistance is requested by school personnel. The SRO shall be highly visible throughout the School and shall attend all School functions and special events as needed. These events may be deemed overtime that shall be compensated by the School District. The SRO shall be required to attend all law enforcement agency in service training but shall make all reasonable attempts to schedule training so as to minimize absences from the School grounds.

6. **SCHOOL RESPONSIBILITIES.** In addition to the payment obligations set forth in paragraph 3 above, the School shall have certain responsibilities as it pertains to the SRO. The School shall provide the SRO with a private, appropriately furnished office space at the School. The SRO shall be given an adequate opportunity to address students about the SRO Program and its objectives. When School personnel discover weapons, drugs, alcohol or other illegal contraband on school property, the SRO shall be immediately notified. Any contraband so seized shall be confiscated by the SRO according to Dacono Police policy and properly disposed of. School personnel shall promptly notify the SRO of the names of individuals who are not allowed on School property and shall notify the SRO of any anticipated parental problems resulting from disciplinary action taken against a student. The School shall work cooperatively with the Dacono Police Department to make any needed adjustments to the SRO Program throughout the year. The School shall provide the SRO and the Dacono Police Department with updated copies of all laws, rules, regulations, and school board policies applicable to employees of the School, including but not limited to laws, rules, regulations and policies regarding access to confidential school records, detention, investigation and searching of students on school premises.

7. **GOVERNING LAW/SEVERABILITY.** The parties agree to comply with all local, state and federal laws in its performance their rights and obligations under this Agreement. This Agreement shall be governed by the laws of the State of Colorado. In the event of a dispute regarding enforcement of this Agreement, the parties shall first attempt in good faith to negotiate a resolution out of court. If such negotiations are unsuccessful, the parties shall submit the dispute to mediation. Submission of a dispute to mediation shall be a condition precedent to filing litigation in the matter, except that either party may file a request for injunctive relief at any time. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court, and in no other court. In the event any provision of this MOU is found to be unenforceable, the applicable provision shall be stricken and the remaining provisions of the MOU shall remain in effect.

8. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Both parties are relying upon, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.

9. **AMENDMENT/MODIFICATION.** No amendment or modification of this MOU shall be effective unless approved in writing by the School District and the City.

10. **APPROVAL REQUIRED.** This MOU is subject to the final approval of the Dacono City Council and signature by the Mayor of Dacono and the Weld County School District 8 Board.

EXECUTED AS OF AUGUST 15th, 2018.

CITY OF DACONO, COLORADO

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BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

ATTEST:

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Valerie Taylor, City Clerk

WELD COUNTY SCHOOL DISTRICT 8:

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BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

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