

POLICE MEMORANDUM
#9-2021

DATE: April 26, 2021

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *Hmg*

FROM: James S. May Jr., Chief of Police *JSM/217*
Heidi R. Walts, Commander

SUBJECT: CR-46 – School Resource Officer Memorandum of Understanding

PURPOSE

To consider CR-46, a resolution approving a Memorandum of Understanding (MOU) with Adams 12 Five Star Schools (hereafter referred to as “the District”), to formalize the District’s request for notification and reporting pertaining to juveniles enrolled in the District concerning the School Resource Officer program jointly developed between the District and the City.

BACKGROUND

C.R.S. § 22-32-146 requires law enforcement agencies to notify the principal of a school of any arrest within 24 hours or issuance of a summons, ticket, or other notice requiring the appearance of a student of the school in court or at a police station for investigation relating to an offense allegedly committed on school grounds, in a school vehicle or at a school activity or sanctioned event within 10 days.

The District is requesting the MOU to formalize the notification and reporting process with the Police Department. In addition to the statutorily required information, the District is also requesting notification whenever handcuffs are placed on a student.

The Police Department would provide a monthly report to the District regarding tickets, summonses, and arrests to include:

- The student’s full name
- Date of birth
- Race, ethnicity, and gender
- Name of school where the incident occurred, or name of the school that operated the vehicle or held the activity or event
- Date of arrest or taking of student into custody
- Date of issuance of summons or ticket
- Arrest or incident report number
- Single-most serious offense for which the student is arrested, issued a summons or issued a ticket using the National Crime Information Center crime code
- Type of weapon involved, if any
- If the offense is classified as a group A offense under the national incident-based reporting system

The Police Department shall retain all responsibility for reporting to the Division of Criminal Justice as outlined in the statute.

BUDGET/TIME IMPLICATIONS

There are no financial impacts to the City.

The Police Department already provides a report to the District with much of the information listed in this MOU. This agreement would not increase officer workload.

STAFF RECOMMENDATION

Staff recommends approval of CR-46 that, if approved, would authorize the Mayor to execute the MOU between the City and the District.

STAFF REFERENCE

If Council members have any questions, please contact:

- James S. May, Jr., Chief of Police, at jmay@northglenn.org or 303.450.8967
- Heidi R. Walts, Commander, at hwalts@northglenn.org or 303.450.8962

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-46
Series of 2021

Series of 2021

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTHGLENN AND ADAMS 12 FIVE STAR SCHOOLS FOR NOTIFICATION AND REPORTING REGARDING THE SCHOOL RESOURCE OFFICER PROGRAM

WHEREAS, the City of Northglenn and Adams 12 Five Star Schools (the "District") entered into an Intergovernmental Agreement ("IGA") dated August 24, 2020 for a joint School Resource Officer Program for the 2020-2021 school year;

WHEREAS, a Memorandum of Understanding ("MOU") has been prepared to formalize the District's request for certain information from the City pertaining to juveniles enrolled in within the District and to provide clarity regarding the District's notification and reporting expectations concerning the School Resource Officer Program; and

WHEREAS, the MOU is intended to supplement the School Resource Officer Program IGA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Memorandum of Understanding between the City of Northglenn and Adams 12 Five Star Schools, attached hereto, for notification and reporting regarding the School Resource Officer Program is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this _____ day of _____, 2021.

MEREDITH LEIGHTY
Mayor

ATTEST:

APPROVED AS TO FORM:

JOHANNA SMALL, CMC
City Clerk

COREY Y. HOFFMANN
City Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTHGLENN
AND ADAMS 12 FIVE STAR SCHOOLS:
REQUEST FOR NOTIFICATION AND REPORTING REGARDING THE
SCHOOL RESOURCE OFFICER PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into this 17th day of FEBRUARY 2021, by and between the CITY OF NORTHGLENN, (hereinafter referred to as "the City") and ADAMS 12 FIVE STAR SCHOOLS, (hereinafter referred to as "the District").

Purpose

The purpose of this MOU is to formalize the District's request for certain information from the City pertaining to juveniles enrolled within the District and to provide clarity regarding the District's notification and reporting expectations concerning the School Resource Officer ("SRO") program jointly developed between the District and the City.

The District represents to the City that the information requested and described in this MOU is required by the District to perform its legal duties and responsibilities.

This MOU is intended to supplement the SRO Agreement between the District and the City, providing explanations and details to a greater degree than would be practical within the Agreement. If questions arise about perceived inconsistencies regarding matters addressed in both the Agreement and this MOU, the Agreement shall control.

Notification when Handcuffs are Placed on a Student

1. If an SRO places handcuffs on a student on school grounds, in a school vehicle, or at a school activity or sanctioned event, the SRO shall notify the Principal as soon as reasonably possible and ideally no more than two hours after the SRO's use of handcuffs. In all circumstances, the notification will occur as mandated within 24 hours or less of the incident.
2. The SRO has the authority and discretion to determine when handcuffing a student is necessary (Northglenn Police Department Policy - 305 Handcuffing and Restraints). As part of the SRO's notification to the Principal that handcuffs were placed on a student, the SRO shall explain the reason(s) for the SRO's use of handcuffs.

Data Collection

1. As authorized by state law, the Northglenn Police Department ("Police Department") will share the following information with the District on a monthly basis within 10 days of the end of each month regarding student tickets, summons or arrests that occurred at a District school; in a District vehicle; or at a District school activity or event that month:
 - a. The student's full name;
 - b. The student's date of birth;
 - c. The student's race, ethnicity, and gender;
 - d. The name of the school where the incident occurred or the name of the school that operated the vehicle or held the activity or event;
 - e. The date of the arrest or taking of a student into custody;
 - f. The date of the issuance of the summons or ticket;
 - g. The arrest or incident report number;
 - h. The single most serious offense for which the student is arrested, issued a summons, or issued a ticket using the national crime information center (NCIC) crime code; and
 - i. The type of weapon involved, if any, for offenses classified as group A offense under the national incident-based reporting system.

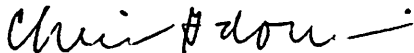
2. The District prefers that the Police Department provide its data in a reporting format similar to the City of Westminster Police Department's "SRO Student Contact Reporting Form," but recognizes that the Police Department may determine how it provides its data to the District. See, attached Exhibit A, City of Westminster Police Department, SRO Student Contact Reporting Form.
3. As mandated by C.R.S. § 22-32-146, reporting of all data to the Division of Criminal Justice will remain the sole responsibility of the Northglenn Police Department as the custodian of the records.

Miscellaneous

1. In providing the requested information the City is relying on the District's representation that the information requested and described in this MOU is required by the District to perform its legal duties and responsibilities.
2. The District personnel receiving this information from the City agree to use it only in the performance of their legal duties and responsibilities and shall otherwise maintain the confidentiality of the information received.
3. Each party agrees to be responsible for its own liability incurred as a result of its participation in this MOU.
4. Nothing in this MOU shall be deemed or construed as a waiver of any of the protections to which the City or the District may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, *et seq.*, C.R.S., as amended.
5. This MOU may be modified at any time by written amendment.
6. This MOU shall remain in full force and effect until such time as the MOU is modified by the consent of the parties.

In witness whereof, the parties hereto, intending to cooperate with one another, have set their signatures.

ADAMS 12 FIVE STAR SCHOOLS



Christopher E. Gdowski
Superintendent

Approved as to form:



Kathleen Shannon, Deputy General Counsel

CITY OF NORTHGLENN

Meredith Leighty
Mayor

Approved as to form:

Corey Y. Hoffmann, City Attorney