

INTERGOVERNMENTAL AGREEMENT
BETWEEN
SCHOOL DISTRICT NUMBER 6, ARAPAHOE COUNTY, COLORADO, D/B/A
LITTLETON PUBLIC SCHOOLS
AND
THE CITY OF LITTLETON
FOR SCHOOL RESOURCE OFFICERS

This Intergovernmental Agreement (“IGA”) is made and entered into this 1st day of August 2026, by and between SCHOOL DISTRICT NUMBER SIX, ARAPAHOE COUNTY COLORADO, d/b/a LITTLETON PUBLIC SCHOOLS, hereinafter referred to as “School District” and CITY OF LITTLETON, hereinafter referred to as “City”.

RECITALS

WHEREAS, the School District and the City of Littleton Police Department desire to place School Resource Officers (SRO) at Littleton High School (1), EPIC Center (1), Heritage High School (1), Powell Middle School (1), Goddard Middle School (1), Euclid Middle School (1), and Options Secondary High School (1), and their neighborhoods.

WHEREAS, this IGA formalizes the relationship between 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.

WHEREAS, 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 Littleton Public Schools and the City of Littleton Police Department. The success of this program relies upon the effective communication between all involved employees, and the principal of each individual school within the District, and other key staff members of each organization.

WHEREAS, the School District has agreed to reimburse the City for one-half of the cost of placing the officers at the schools (See Step 11);

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 safe, secure, and orderly learning

environments for students, teachers, and staff. This is accomplished by assigning Law Enforcement Officers employed by the City of Littleton Police Department (hereinafter referred to as “SRO”) to the Littleton Public Schools facilities on a permanent basis.

2. The City shall assign School Resource Officers at Littleton High School (1), EPIC Center (1), Heritage High School (1), Powell Middle School (1), Goddard Middle School (1), Euclid Middle School (1), and Options Secondary High School (1) as SROs to serve on a full-time, year-round basis, excluding City of Littleton Police authorized leaves such as vacation or sick leave, to perform duties primarily within those schools and their neighborhoods. When the SROs will be out, notification will be made to the local School Administrator.
3. The City of Littleton Police Department shall appoint the SROs based solely on the department’s selection criteria but shall include the school principal and the security department in the selection process as practical. Per the State of Colorado Bill 22-1376, the employing Law Enforcement agency and school district will jointly create an evaluation process to evaluate SROs.
4. The SROs shall at times be employees of the City, and their duties will be determined solely by the City after consultation with the School District. The SRO shall be considered a “school official” as defined by the Family Educational Right and Privacy Act (FERPA).
5. The City shall supervise the SROs, who shall be subject to discipline under the City of Littleton Police Department’s policies and procedures and the City’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 SROs shall include law, traffic, and parking enforcement; investigative follow-up; and community problem solving. The SROs shall not be used as disciplinarians. All discipline will be handled by the School District and their staff. All SROs will understand that the School District utilizes a restorative approach and seeks to minimize the use of law enforcement intervention. Principals 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 a School District property based on probable cause, the SRO is responsible for notifying the principal/designee. The SRO is 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 School District shall be responsible for any other notifications to the parent(s). The school administrator should ensure staff cooperates with the 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. Per the State of Colorado Bill 22-1376, an SRO or a Law Enforcement Office acting in the Officer's Official Capacity on school grounds, in a school vehicle or at a school activity or sanctioned event shall not use handcuffs on any student, unless there is a danger to themselves or others or handcuffs are used during a custodial arrest that requires transport.

The SROs will work 15 minutes before school, through the school day, and 15 minutes after school. SROs are required to attend all mandatory training through the department in order to maintain their POST certification. The City of Littleton Police Department's office will provide a backup SRO, if available. If no backup is available, then notification will be made to the District so they can provide coverage while the SRO is out. The SROs are permitted to work after-school events. The School District shall provide the officers with a secure workspace where the SRO can conduct interviews, meetings, and attend to tasks as assigned. At a minimum, SROs will participate in the School District's training on procedures for FERPA, threat assessment, suicide intervention, and juvenile sexual offender management. The SRO will notify their respective school principal if they will be absent due to illness, other personal leave, or vacation.

Additional duties of SROs 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 school mental health staff 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 City of Littleton Police Department to the school and community.

h. The Littleton Police Department has a therapy canine that is assigned to the SRO at Euclid Middle School and Heritage High School. The Littleton Police Department hold the responsibility for the care and well-being of the canine as well as the interaction with students, staff, and community members. The SRO therapy canine can be utilized in the Littleton Public Schools covered by the Littleton Police Department. The SRO therapy dog will work alongside the handler and be utilized in a variety of situations, to include, but not limited to:

- Teaching classes
- Engaging with students in crisis
- Working with students with disabilities
- Aiding students seeking informal counseling
- Building relationships between students and Law Enforcement
- Comforting students in stressful situations

7. Pursuant to the Family Educational Rights and Privacy Act (FERPA), the SROs shall also be designated “school officials” 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 SROs will, among other duties, perform institutional services or functions for which the District would otherwise use employees, such as participation on threat assessments teams and consulting and intervening in certain school discipline situations. While serving in this capacity the SROs 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 SROs shall be under the direct control of the District 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 § 99.3 (a) governing the use and disclosure of personally identifiable information from education records. Without limiting the foregoing and except as otherwise provided in this Agreement, the SROs 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 SROs as an official of the District for any purpose other than compliance with FERPA. Furthermore, nothing in this Agreement shall be construed as designating the SROs as an employee of a public 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 School District'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 School District system shall only be used for active investigations by the City of Littleton Police Department.
9. The SROs may use body-worn cameras at their discretion. Any footage obtained by a recording from body camera worn by the SRO will be maintained by the City of Littleton Police Department and will not be an educational record under FERPA. Requests for body camera video must be done through the City of Littleton Police Department.
10. The SROs 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 School District shall reimburse the City annually for fifty percent (50%) of the cost of the SRO positions to include salary and benefits, uniform allowance and equipment, vehicles, gasoline, and vehicle maintenance. The City shall provide the School District with a semi-annual invoice for these costs.
12. The SROs 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 City.

13. Nothing in this Agreement 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 Agreement will be from August 1, 2026 until June 30, 2030. 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 Agreement may be terminated by thirty (30) days' written notice given by either party.
15. This Agreement contains the entire agreement between the parties, and any written or oral agreements, which are different from the terms, conditions, and provisions of this Agreement, shall be of no effect and shall not be binding upon either party.
16. Nothing contained herein is intended to, nor shall any provision hereof be deemed to create any debt or multi-fiscal financial obligation on the part of either party hereto. Each party's financial obligations hereunder are subject to its annual budget and appropriation of funds.
17. This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit or other proceedings against the City of Littleton Police Department or the School District.

All notices required hereunder shall be given to:

Littleton Public School District # 6
Superintendent of Schools
5776 South Crocker Street
Littleton, CO 80120

City of Littleton
Jim Becklenberg, City Manager
2255 W Berry Avenue
Littleton, CO 80120

All notices so given in writing shall be effective upon receipt when hand delivered, or upon mailing if notice is given by first class mail. This Agreement is made and delivered in the State of Colorado, and shall be construed and enforced in accordance with the laws thereof.

LITTLETON PUBLIC SCHOOLS

City of Littleton

Dr. Todd Lambert, Superintendent

Kyle Schlachter, Mayor

Date

Date

APPROVED AS TO FORM:

Reid Betzing, City Attorney

Date