

**PUBLIC CONTRACT FOR SERVICES BETWEEN
BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY
ON BEHALF OF THE DOUGLAS COUNTY SHERIFF’S OFFICE AND
BEN FRANKLIN ACADEMY REGARDING THE SHARING OF COSTS FOR PROVIDING
DEPUTY SHERIFFS TO ACT AS A SCHOOL RESOURCE OFFICER**

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, State of Colorado (the “County”), on behalf of the **DOUGLAS COUNTY SHERIFF’S OFFICE** (the “Sheriff”) and **BEN FRANKLIN ACADEMY**, a public charter school established under the laws of Colorado, authorized by the Douglas County School District, authorized to do business in Colorado (the “School”).

RECITALS

WHEREAS, the School and County wish to enter into a cooperative agreement as to the sharing of costs for providing a Deputy Sheriff as a School Resource Officers (SRO); and

WHEREAS, the Douglas County Sheriff wishes to provide a Deputy Sheriff to the School to act as SRO; and

WHEREAS, the parties hereto wish to share in the cost of providing a Deputy Sheriff as an SRO in the School, net of any other funding sources;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the School and the County agree as follows:

1. **STAFFING**: The County, through the Douglas County Sheriff, shall provide: one (1) SRO Deputy; to function as an SRO for Ben Franklin Academy.
2. **SRO DUTIES**: SRO duties shall include, but are not limited to, the following:
 - a. Provide education and counseling to students on law enforcement matters;
 - b. Act as liaison between the Sheriff and School;
 - c. Coordinate matters of mutual law enforcement concern between the School and Sheriff;
 - d. Create an open, uninhibited environment of discussion geared to understanding and respect for each other;
 - e. Investigate law enforcement and public safety issues while on campus;
 - f. On an annual basis, review Behavioral Intervention Plans (BIPs) for students with an Individualized Education Plan who have previously demonstrated behavior that poses a safety risk to themselves or others, and make reasonable efforts to comply with BIPs when interacting with such students;
 - g. An SRO assigned to a particular school shall participate in the school’s administration team’s weekly administration meetings pertaining to all safety and security matters including, but not limited to, student safety plans, response protocols for behavior de-escalation, threat

assessments, students in crisis, or any other related matter;

- h. SRO must complete the following School District trainings prior to performing their duties: Threat Assessments, School Response Protocol (SRP), Mandatory Reporter, Anxiety, and Addressing Matters Involving Students with Disabilities training;
- i. SRO will have training in mental health and/or crisis intervention (e.g. Crisis Intervention Training (CIT) and Youth Crisis Intervention Training (YCIT)); and
- j. SRO will attend annual training specific to school safety and/or school resource officers (e.g. National School Resource Officer's conference).

3. **SCHOOL DUTIES:** The School duties shall include, but are not limited to, the following:

- a. Assigned SRO or law enforcement (if the SRO is not available) must be notified at the onset of any threat screening process when determining if a full threat assessment is needed;
- b. SRO must be informed and updated on any and all student safety plans;
- c. SRO will be advised of students with special needs, emotional disabilities, and/or self-regulation challenges and informed of best methods for prevention and de-escalation;
- d. SROs shall have access to BIPS consistent with the Family Educational Rights and Privacy Act (FERPA); and
- e. School building administrative and licensed mental health staff shall receive annual training regarding an SRO's roles and responsibilities.

4. **EQUIPMENT/USE OF FACILITIES/TECHNOLOGY:** The School will provide a private and secure room, on campus, for the SRO. The room will be equipped with a telephone, a computer with monitor and printer for conducting confidential investigations and interviews, and space for an installed gun safe. The School will also provide two (2) key safes for the School's interior master keys (if not already equipped), an exterior lock box to hold the School's master exterior key (if not already equipped), and a School PROX card. All other equipment utilized by the SRO will be issued, maintained, and owned by the Sheriff's Office. SROs will have access to student information and records consistent with the requirements of federal and state law and District policies, including those requirements existing under FERPA.

5. **OWNERSHIP OF DOCUMENTS:** All record documents resulting from SRO investigations will be managed and maintained at the Douglas County Sheriff's Office.

6. **FINANCIAL COST SHARING:** The Sheriff and the School agree to share certain ongoing costs as estimated and outlined in ATTACHMENT A. Such shared costs include the salaries, which include any anticipated tier plan adjustments or other compensation changes, fringe benefits, uniform allowance, and other ongoing costs for the Deputy Sheriff. The School shall pay its portion of the estimated costs outlined on a quarterly basis upon receipt of an invoice provided by the County, net 30 days.

7. **PERSONNEL AND SUPERVISION:** The SRO shall remain employees of the County at all times. The SRO shall perform duties under the control of the Douglas County Sheriff's Office and shall be afforded the same employment rights and benefits as other Sheriff's Office members. A description of the SRO's duties is included as ATTACHMENT B. Any conflict in schedule or duties shall be resolved by the Sheriff.

The School shall partner with the Sheriff during the interview and selection process of the School's SRO. The SROs shall understand and support the mission of the School.

The SRO is subject to the Douglas County Sheriff's Office chain of command and to the policies, procedures, rules, regulations, directives, and orders of the Sheriff and the County. The SRO will also comply with the laws, policies, and regulations of the School to the extent that such measures are not in conflict with those of the County or Sheriff. Although the SRO will work closely with school administrators and faculty to determine the most effective use of the officer's time and expertise, he/she shall not be subject to supervision or direction by the School.

8. **DATA REPORTING**: The Sheriff agrees to share information with the School District to permit the School District to lawfully comply with its data reporting obligations under C.R.S. § 22-1-139. The Sheriff agrees to provide the requisite information to permit the School District to report data applicable to the following:
 - a. The number of School District students handcuffed by Deputy Sheriffs on school grounds, in a school vehicle, or at a school activity or school-sanctioned event;
 - b. The number of School District employee referrals to law enforcement. "Referrals to law enforcement" means when a school employee proactively calls, summons, or requests a law enforcement official, including an SRO, to:
 - i. Respond to an incident on school grounds involving a possible violation of local, state, or federal law;
 - ii. Engage with a student or third party on school grounds who is creating a potentially dangerous situation; or
 - iii. Enforce a local, state, or federal rule, regulation, or law on school grounds, in a school vehicle, or at a school activity or school-sanctioned event;
 - c. The number of school-related arrests, including an arrest that occurs on school grounds, in a school vehicle, or at a school activity or school-sanctioned event; and
 - d. The number of students physically restrained.

9. **TERM**: The initial term of this Agreement shall be from July 1, 2025 through June 30, 2026, subject to an annual update of ATTACHMENT A if needed and approved by both Parties. Thereafter, this Agreement shall automatically continue for successive one-year terms unless sooner terminated by either Party in accordance with Section 10 below. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds.

10. **TERMINATION**: This Agreement may be terminated by either Party upon 60 days' written notice to the other Party. The School shall only be responsible for its respective share of the ongoing costs incurred as of such termination date.

11. **NOTICE**: Any notice required to be given by this Agreement shall be addressed as follows:

To the School: Diana Simpson Principal
Ben Franklin Academy
2270 Plaza Drive
Highlands Ranch, Colorado 80129
Email: dsimpson@bfacademy.org
Telephone: (720) 383-4519

To the County: Douglas County Sheriff
4000 Justice Way
Castle Rock, Colorado 80109

With a copy to: Kelly Dunnaway
Deputy County Attorney
Douglas County Sheriff's Office
4000 Justice Way
Castle Rock, CO 80109

12. **NO THIRD-PARTY BENEFICIARIES**: None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto.

13. **AMENDMENTS**: This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.

14. **AUTHORIZED REPRESENTATIVE**: The Highlands Ranch Division Chief is designated as the Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the School Resource Officer under this Agreement.

15. **INDEMNIFICATION**: The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the School or any other person or entity whatsoever for any purpose whatsoever. The District shall defend, indemnify, and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions, or proceedings of any kind or nature whatsoever, in any way resulting from or arising from this agreement; provided, however, that the District need not indemnify or save harmless the County, its officers, agents, and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents, and employees.

16. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT**: The Parties hereto understand and agree that neither party waives or intends 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

BEN FRANKLIN ACADEMY

By: Diana M. Simpson

Printed Name: Diana M. Simpson

Title: Principal

Date: May 26, 2025

ATTEST (if Corporation):

By: _____

Printed Name: _____

Date: _____

Signature of Notary Public Required:

STATE OF Colorado)

COUNTY OF Douglas)ss.

The foregoing instrument was acknowledged before me this 27th day of May, 2025, by

Diana Simpson (name of individual).

Witness my hand and official seal

**ANITA ISABEL HUAMAN LOPEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224029433
MY COMMISSION EXPIRES 07/28/2026**

Anita Lopez
Notary Public

My commission expires: 07/28/2026

**DOUGLAS COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Abe Laydon, Chair

Date: _____

ATTEST:

Clerk to the Board

Date: _____

APPROVED AS TO LEGAL FORM:

Kelly Dunnaway, Deputy County Attorney

Date: _____

DOUGLAS COUNTY SHERIFF'S OFFICE

Darren Weekly, Sheriff

Date: _____

APPROVED AS TO FISCAL CONTENT:

Andrew Copland, Director of Finance

Date: _____

ATTACHMENT A
2025-2026 School Year

Cost for One SRO	School Portion	Sheriff Portion	Total Ongoing Costs
Ongoing Shared Costs (07/01/25 - 06/30/26 - 12 Months):			
Salary (Based on the 2025 Pay Plan for a Tier 6 Deputy)	\$ 56,349	\$ 56,350	\$ 112,700
Fringe Benefits	28,450	28,450	56,900
Uniform Allowance	150	150	300
Cell Phone Service	250	250	500
AXON Program Cost (\$3,200 per FTE and \$2,650 per Vehicle Annually)	2,925	2,925	5,850
Annual SRO Training/Travel	1,400	1,400	2,800
Misc. Costs	500	500	1,000
Ongoing Shared Costs Total	\$ 90,024	\$ 90,025	\$ 180,050
Ongoing Other Costs (07/01/25 - 06/30/26):			
Overtime	\$ -	\$ 3,000	\$ 3,000
On-Call Pay	-	900	900
FICA on Overtime and On-Call Pay	-	300	300
Professional Memberships	-	100	100
Uniform Costs (Ongoing Replacement)	-	695	695
Firearm/Taser Supplies	-	400	400
Medical/First Aid Supplies	-	400	400
Range Fees	-	360	360
Fuel	-	4,000	4,000
Fleet Maintenance	-	2,400	2,400
Ongoing Other Costs Total	\$ -	\$ 12,555	\$ 12,555
Grand Totals - Year 1	\$ 90,024	\$ 102,580	\$ 192,605

ATTACHMENT B

SRO Job Description

The Douglas County Sheriff's Office has a School Resource Officer (SRO) program. These officers are assigned as Patrol officers and will follow all guidelines and job descriptions as outlined in the standard job description of a Deputy Sheriff.

An SRO sergeant acts as the immediate supervisor for the SRO with the Juvenile Unit Commander as the next level in the Chain of Command. The SRO is responsible for handling all in-progress law enforcement related calls, education, training, and counseling duties as needed. The SRO duties include, but are not limited to, the following:

Schedule: Typically Monday through Friday 0730 – 1530
 Working the traditional school calendar

- First responder to all calls within his/her assigned school.
- Investigation & follow up of all criminal offenses (including some felony investigations) that are reported in/to the school staff or the SRO.
- Assists the school administration with all matters involving school security & safety. This includes input involving the most appropriate discipline of the students (criminal charges vs. school discipline, or both).
- Assists the school staff with classroom presentations involving areas that directly affect the students and law enforcement.
- Assists the school administrators, staff, and counselors with mediation and guidance on matters that are confidential and fall under the CRS statute of mandatory reporting.
- Works directly with parents/guardians on problems involving the student. This includes counseling, mediation, resource allocations, and education regarding the juvenile's rights and procedures of the juvenile justice system.
- Educates and communicates to the Highlands Ranch and Investigations Divisions (*as appropriate*) on events that occur in/out of the school.
- Gathers criminal intelligence learned in the school that will assist the DCSO Administration on criminal activity involving juveniles in the County.