

STATE OF COLORADO
PEACE OFFICER STANDARDS AND TRAINING BOARD

ASSURANCE OF DISCONTINUANCE

IN THE MATTER OF DENVER PUBLIC SCHOOLS.

This Assurance of Discontinuance (“Assurance”) is entered into between the Peace Officer Standards and Training Board (“Board”) and Denver Public Schools (“DPS”). The Board and DPS are collectively referred to as “the Parties.” This Assurance is entered into pursuant to C.R.S. §24-31-307 and constitutes a settlement between the Parties regarding the following allegations.

I. PARTIES

1. The Board is a state agency housed within the Department of Law with a Type 2 transfer of authority pursuant to the Administrative Organization Act of 1986. The Board is required to set the standards to certify peace officers, as defined in C.R.S. §16-2.5-101, as well as ensure applicants for certification are qualified. The Board promulgates rules and regulations that establish the criteria that shall be applied in determining whether to recommend peace officer status for a group or specific position as provided in C.R.S. § 16-2.5-201(4). The Board is authorized to promulgate rules and regulations to enforce violations including the unlawful practice of a person serving as a peace officer or a reserve peace officer if that person is not statutorily authorized and has not undergone both a physical and a psychological evaluation to determine such person’s fitness to serve a peace officer or a reserve peace officer. *See* §§ 24-31-303(5) and 24-31-307(1), C.R.S.

2. DPS is a subdivision of the state, created by law as an independent corporate body. *See* §22-32-101, C.R.S. DPS is governed by its own elected board and employs its own personnel. *See* §§ 22-32-103 and 109(1)(f), C.R.S.

I. DEFINITIONS

3. The term “Effective Date” means the first date upon which the Parties’ full execution of this Assurance.

4. Unless otherwise specified, all definitions found in C.R.S. §§ 24-31-301, *et seq.* and 16-2.5-101, *et seq.* are incorporated herein by this reference, and any term defined in those sections shall have the same meaning when used in this Assurance.

II. ALLEGATIONS

5. Following a September 23, 2021 media report, the Board conducted a review and expressed concerns that DPS Safety Patrol Officers (“SPO”s) were performing peace officer functions without the required statutory authorization pursuant to Title 16, Article 2.5, C.R.S. Further, the Board was concerned the SPOs’ duties required POST certification and training.

6. The Board investigated a number of SPO functions and characteristics, including:

- a. Uniforms and accessories, including the open carry of firearms;
- b. The operation of vehicles equipped with red and blue lights, as well as sirens, to respond to emergent “calls” including student fights in progress and persons with a gun, with authorization from the Denver Police Department;
- c. Access to criminal justice information through an Operating Agency Identification (“ORI”) Number, to run checks of wants, warrants, and criminal histories;
- d. Citizen’s arrests or detention of individuals, to include handcuffing, on wants and warrants;
- e. The authority to issue certain enumerated citations through a delegation from the Denver Department of Public Safety for the following violations of the Denver Revised Municipal Code occurring on property owned or managed by DPS:
 - i. 54-419(a) Parking in private driveway or on private property
 - ii. 54-482(a), (b), (c) Parking in accordance with posted signs, violations generally
 - iii. 38-173 Possession of injection devices
 - iv. 38-175(c) Possession or consumption of marijuana
 - v. 38-51.8 Petty theft
 - vi. 38-6 Destruction of public property
 - vii. 38-71 Destruction of private property
 - viii. 38-89 Disturbing the peace
 - ix. 38-102 Possession of graffiti materials prohibit
 - x. 38-115 Trespass
 - xi. 38-117 Dangerous or deadly weapons
 - xii. 38-119 Certain knives unlawful
 - xiii. 38-127 Throwing stones or missiles

III. LEGAL AUTHORITY

7. C.R.S. § 24-31-307(2)(b) authorizes enforcement of the provisions of Part 3 of Article 31, Title 24 through an action in district court or injunctive relief including an agency permitting any individual to undertake or attempt to undertake any duties as a peace officer or a reserve peace officer in the state of Colorado under the auspices of such agency in violation of Part 3.

IV. CONSIDERATION

8. The Board and DPS enter into this Assurance as a settlement of the Board's allegations herein and to avoid further expense and protracted litigation. This Assurance is entered into without adjudication of any issue of fact or law or finding of liability, and DPS was cooperative and responsive during the Board's investigation. DPS denies that their SPOs are acting as or engaging in the duties of peace officers without statutory authorization. DPS contends various state and governmental agencies have authorized the SPOs' duties listed in the allegations and their duties are lawful. DPS contends that the SPOs are properly trained to engage in the duties that they do perform.

V. RELEASE

9. The Board acknowledges by its execution hereof that this Assurance constitutes complete settlement of the allegations, and the Attorney General will not exercise his enforcement powers under C.R.S. § 24-31-307(2). The Board and Attorney General agree that, except as provided in this Assurance, it shall not proceed with or institute any district court action or injunctive relief against DPS for any conduct or practice prior to the Effective Date which relates to the subject matter of this Assurance.

VI. ASSURANCE OF DPS

10. DPS, its employees, agents, contractors, assigns, servants, and other persons acting in active concert or participation with DPS, whether directly or indirectly, agree as follows:

11. On May 19, 2022, the Denver Executive Director of Safety rescinded the delegation referenced in paragraph 7(e), because SPOs were not exercising this authority. DPS agrees that DPS will not seek another such delegation in the future.

12. DPS agrees to relinquish its ability to run wants and warrants checks through its ORI access.

VII. ENFORCEMENT

13. The obligations set forth in this Assurance are continuing.

14. The violation of any terms of this Assurance shall constitute a prima facie violation of C.R.S. §24-31-307. Upon a violation of any of the terms of this Assurance by DPS, the Attorney General shall be entitled to exercise his authority under C.R.S. §24-31-307 in any court of competent jurisdiction and seek any other appropriate order from such court to enforce the provisions of this Assurance and for appropriate relief.

15. Nothing in this Assurance shall be construed to release claims held by any other governmental authority.

16. This Assurance shall be a matter of public record.

17. This Assurance may be executed in one or more counterparts, each of which shall be deemed original, but which together shall constitute the Assurance.

18. The person who signs this Assurance in a representative capacity for DPS warrants that they are duly authorized to do so. The Parties acknowledge that they had a full opportunity to review this Assurance and consult with legal counsel regarding the same. DPS agrees and represents that it has read and understands this Assurance and that it accepts the legal consequences involved in signing it.

VIII. MISCELLANEOUS PROVISIONS

19. This Assurance is the final, complete, and exclusive statement of the Parties' agreement on the matters contained herein, and it supersedes, terminates, and replaces any and all previous negotiations, agreements, and instruments as may exist between the Parties. Other than any representation expressly stated in this Assurance, the Parties have not made any representations or warranties to each other, and no Party's decision to enter into this Assurance is based upon any statements by any other Party outside of those in this Assurance. No change or modification of this Assurance shall be valid unless in writing and signed by all Parties. If any provision(s) of this Assurance is held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality

and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. Nothing herein relieves DPS of its duty to comply with all applicable laws, regulations, or rules of the State of Colorado nor constitutes authorization by the Board for DPS to engage in acts and practices prohibited by such laws.

21. DPS acknowledges that it is the Board's customary position that an agreement restraining certain conduct by a party does not prevent the Attorney General and/or Board from addressing later conduct that could have been prohibited, but was not, in the earlier agreement, unless the earlier agreement expressly limited the Board's enforcement options in that manner. Therefore, nothing herein shall be interpreted to prevent the Attorney General and/or Board from taking enforcement action to address conduct occurring after the Effective Date that the Attorney General and/or Board believes to be a violation of the law. The fact that such conduct was not expressly prohibited by the terms of this Assurance shall not be a defense to any such enforcement action.

22. The terms and provisions of this Assurance may be enforced by the current Attorney General, and by any of his duly authorized agents or representatives, as well as by any of his successors in interest, and by any of his successors in interest's agents or representatives. Nothing herein precludes the Board from enforcing the provisions of this Assurance pursuant to its terms, or from pursuing any enforcement action or any other applicable law with respect to any unrelated acts or practices of DPS not covered by the Board's investigation and this Assurance or any acts or practices of DPS conducted after the Effective Date of this Assurance.

IX. NOTICE

23. All notices regarding this Assurance shall be sent by certified mail, or reputable overnight delivery source (e.g., FedEx, UPS) and email at the addresses set forth below unless any Party notifies the other Parties in writing of another address to which notices should be provided:

To DPS:

Arash Jahanian
Deputy General Counsel
Arash_jahanian@dpsk12.org
1860 Lincoln St., Suite 1230
Denver, CO 80203

Fax: (720) 423-3892

To the Attorney General:

Colleen E. Morey
Senior Assistant Attorney General

Colleen.morey@coag.gov

Counsel for the Board

Erik Bourgerie

POST Board Director

Erik.bourgerie@coag.gov


1300 Broadway, 8th Floor

Denver, Colorado 80203

Fax: 720-508-6037

[Signature[s] appear on the following pages.]

DPS



By: Arash Jahanian

Date: 6/2/2022

POST Board



By: Colleen E. Morey

Date: June 2, 2022