

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made between Erie, the (Town) and St. Vrain Valley School District RE1J, the (School District).

(A). Mission Statement:

The Police Department of the Town of Erie, School District and the community are significantly impacted by demands placed upon them to address incidents and situations directly and indirectly related to juveniles and the schools. The problem of school safety, delinquency, alcohol, and substance abuse, gang involvement, and other youth problems, which negatively affect the community and the schools, can best be addressed in proactive and preventative manner.

The Erie Police Department and the School District have jointly developed a School Resource Officer Program to provide a school-based approach to the development of a positive relationship between students and police officers working towards prevention of delinquency, alcohol and substance abuse, and gang involvement by our community's young people. Such programs are recognized as being effective in the development of a positive relationship between the police, faculty, students and parents in the prevention of delinquency and school safety.

(B). Description of general duties of the School Resource Officer (SRO):

Two school resource officers shall be assigned to work with the administration, Faculty, Students and parents of any St. Vrain Valley School located within Erie. The Officers may perform functions including, but not limited to the following:

1. Assist in the prevention and control of crime, delinquency, truancy and disorder on campuses.
2. Conduct or assist in the investigation of offenses on campus.
3. Provide presentations and available education resources in the following areas: Alcohol and substance abuse, law related education, criminal justice system orientation, delinquency prevention, gang involvement and awareness education, community responsibility for students, parents, and other groups associated with the schools.
4. As requested by staff, provide instructional resources for classroom presentations, as time permits.
5. Enforce Federal and State statutes and Municipal ordinances as appropriate.

6. Appear in court and assist in the prosecution and other judicial processes as appropriate.
7. Assist in the coordination of efforts of other enforcement agencies on campus.
8. Provide a visible presence on campus.
9. Assist campus monitors with appropriate monitoring and enforcement of the law in the parking lots and other school grounds.
10. Provide a police presence at school related functions in the Erie Police Department's jurisdiction during normal classroom hours, as well as nighttime hours to include attending social events such as school dances and sporting events, etc. when scheduled as part of the officer's regular duty hours and when the SRO is an essential and integral part of the event. The SRO will not replace "extra duty" security work at school functions already in place and provided by off duty officers on a contract basis.
11. Contribute to the positive police, school, and community relations efforts, especially as these efforts relate to students and parents.
12. To provide traffic enforcement as needed in school zones.
13. Give input to the school interagency safety team.
14. Provide school District Director of Security a monthly report of SRO activities.
15. Notify the District Director of Security when not in the school district for the day (i.e. sick, training, vacation)

(C). Guidelines of the SRO

The SRO Shall:

1. Keep the school principal or their designee informed regarding the SRO's actions regarding such things as investigations, arrests, crimes, or other activities that may affect the safety or well being of the students, faculty, or the school.
2. Contact the school principal or their designee when conducting an investigation or interviewing a student on School property or in conjunction with a School function.
3. Notify the school principal or their designee before removing a student from the school.
4. The SRO may assist with enforcing rules and policies of the school as directed by the school principal or his/her designee.
5. Questioning of witnesses or suspects

- a. Questioning of witnesses: The SRO may question witnesses or be present while school administration questions a witness to determine if a crime was committed and who committed the crime. The SRO shall have the general authority to question any student who may have information about criminal misconduct. As a general rule, the questioning should be conducted in cooperation with the school principal or designee. In an emergency situation the SRO may question a student without first notifying the principal or designee. The SRO will make every effort to contact the student's parent with a courtesy call regarding the interview. Generally, the contact should be made prior to the interview, but at any rate as soon as possible after the interview.
 - b. Questioning of suspects: The SRO shall not take part in the interviewing or questioning of a student suspected of a criminal act without the consent and in the presence of a parent or guardian. The Officer should always be aware of the need to advise the suspect and parents of their Miranda rights and obtain a waiver in any questioning in what would be considered a custodial situation.
- 6. Search Procedures: The SRO may standby in order to protect the safety of all persons during any searches of a student, or student's possessions including student's pockets, pocketbook, book, bag, desk, locker, vehicle, or any other similar location within the student's control while on school property conducted by school officials according to school policy. If the search uncovers evidence of criminal misconduct, the evidence may be held for or turned over to the SRO.
 - 7. Notwithstanding the guidelines set forth herein above, the SRO shall be an agent of the School District and the school, while exercising the duties set forth in this agreement. The SRO is entitled to all legal rights, privileges and protections as the law may allow for agents of the School District and the school.

(D). Desired outcomes:

The outcome of the partnership between the Erie Police Department and School District are as follows:

1. To create cooperation between the schools, school district, police department, students, parents, and the community to reduce crime in the schools.
2. To work together with the community, students and parents to have schools with strong crime prevention philosophies.
3. To provide a safe school where students are free to learn without fear of violence.
4. To reduce alcohol and substance abuse through prevention and education along with enforcement of Federal, State, and Municipal laws related to alcohol and substance abuse.
5. To reduce delinquency truancy, criminal mischief and other juvenile related crimes that affect the community and schools.
6. To reduce gang violence and activity in the school through education, prevention and enforcement.
7. To create positive relations between police officers and students.
8. To protect lives and property for students and others in the school.

(E). Roles and responsibilities for administrative procedures:

The School Resource Officers will be a Town of Erie employees. The Town of Erie will be responsible of hiring, evaluation, disciplining, and termination of the School Resource Officers, but will seek and accept the input of the school principal and school administration. The St. Vrain School District agrees to provide the officer with the following materials and facilities, which are deemed necessary to the performance of the SROs:

The SROs shall have adequate office with space to perform job responsibilities. The office will have telephone service for general business purpose, a desk with drawers, a chair, and filing cabinet which may be secured, computer with Internet access, adequate office supplies, and access to use audio/visual equipment. Each School will also provide adequate secure storage space for materials, equipment or other items used by the SROs to provide services or programs to that school.

The St. Vrain School District agrees to pay \$44,390.91 which such amount is equal to 50% of the current assigned school resource officer's annual salary up to a maximum of \$21,552.66 for Officer Thoen and \$22,838.25 for Officer Alary for a period of 9 months starting August 15, 2017 through May 26, 2018.

The Erie Police Department assures that the School Resource Officers shall be assigned full time to work with the schools and in the area of community policing activities directed toward reducing and

preventing criminal acts or delinquency in the Erie Schools or involving Erie School youth. Should 50% of one of the current assigned school resource officer's yearly salary for nine months exceed \$44,390.91, the Erie Police Department will work with the School District to limit the hours the officers are available to the SRO program based on the \$44,390.91 maximum total.

(F). Information Sharing:

The Erie Police Department, St. Vrain School District, Boulder County District Attorney's Office, Boulder County Juvenile Probation, Boulder County Department of Social Services, Weld County District Attorney's Office, Weld County Juvenile Probation, Weld County Department of Social Services, and Erie Municipal Court agree to abide by and share information that is in accordance with Colorado State law, CRS 19-3-303, that mandates the sharing of information between these separate agencies when dealing with delinquency, dependency, and neglect cases.

The Parties, acting cooperatively, have mutual concerns in the identification of serious, habitual delinquency and to further intervention efforts to reduce delinquency. The success of this interagency effort is predicated on the mutual agreement to meet regularly for the purpose of discussing concerns, and strategies to address the complexities associated with serious and habitual delinquency and improving the strategies and responses to juvenile delinquency.

In addition, the St. Vrain School District agrees to share information obtained from health surveys where they feel the SRO may assist in Law Related Education, or other programs. The St. Vrain School District agrees to cooperate in Community Policing by allowing the School Resource Officer to attend the school's safety committee in each Erie school. These committees will be structured and will function in accordance with School District policy.

(G). Supervision:

The School Resource Officers are subject to the Erie Police Department's chain of command and supervision of assigned police supervisors. The assigned police supervisor will be responsible for maintaining contact with the school's principals, school administration and their management staffs. The School Resource Officers will work closely with the school principal, school administrators and faculty to determine the most effective use of the officer's time and expertise. The officers can serve as agents of the school and may follow the direction of the school administration in the performance of his/her duties in

keeping a safe school environment, but shall not be subject to supervision of the School District, it's officers, agents, or employees.

(H). Decision-Making Authority Regarding Enforcement of Applicable Laws and Procedures by the SRO:

The School Resource Officers, under the direction of the Erie Police Department Staff, have the decision-making authority regarding the violation of any Federal and State laws, or Municipal Ordinances violated on campus. The School Resource Officers will act within the Erie Police Department's policies and procedures.

The School Resource Officers shall work closely with the school principal, school administration and Police Department supervisory staff and will take into consideration all options available to the officers for violations.

(I). Performance Appraisal:

The School Resource Officers performances will be evaluated consistent with the Town of Erie policies and procedures by the assigned police supervisor. The supervisor will seek and accept the input from the principal and designees.

(J). Selection:

The School Resource Officers will be selected by the Town of Erie's Chief of Police with the input of the School District.

(K). Evaluation of Program;

The Town of Erie and the St. Vrain School District shall evaluate the School Resource Officer Program on a yearly basis and make recommendations on how the program can better serve the school in the areas of enforcement, prevention, and safety.

(L). Erie Police Department assurance of School Resource Officer Duties:

The Erie Police Department assures that the SRO shall spend their time working in and with the schools and focusing on community oriented policing programs and other police activities that are directed at reducing and preventing criminal acts of delinquency in Erie and the Schools.

The School District understands and agrees that the SRO is subject to immediate release from providing services, under this agreement if the police supervisor on duty determines that the release is necessary for other police related safety, health and welfare purposes of the Town. If it is determined by

the supervisor that the Officers are to be called away from the normal SRO duties, the supervisor shall notify the principal or their designee of the need as soon as practical. It is acknowledged by the School District that in the event the officer(s) is/are called for other duties, the Town shall have no liability arising from, or in anyway connected to such release, on the basis of any legal theory whatsoever. The School District on behalf of its self, its officers and employees hereby release the Town of Erie, its officers and employees from and waives any and all liability claims and demands whatsoever.

(M). Partner involvement in community policing activities;

As a partner in this program, the St. Vrain School District agrees to allow the SROs assigned to Erie schools the time to interact with students in classroom setting, in areas such as the following, but not limited to:

Law related education

Alcohol and substance abuse prevention

(N). Term;

The term of this agreement shall commence on August 15, 2017 and terminate on May 26, 2018. This agreement shall renew automatically for additional successive one calendar year periods, except payment, paragraph (E), may be renegotiated annually to reflect increases in Town costs and that this agreement may be terminated by either party for any reason upon thirty (30) days' written notice to the other.

Town of Erie Mayor: _____ **Date:** _____

St. Vrain Valley School District RE-1J

Superintendent _____ **Date:** _____