

**Roaring Fork School District
Glenwood Springs Police Department
Carbondale Police Department
Basalt Police Department**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) sets forth an agreement between Roaring Fork School District RE-1 (the “School District”) and the Glenwood Springs Police Department, the Carbondale Police Department, and the Basalt Police Department (collectively referred to herein as the “Police Departments”), effective April 1, 2012.

WHEREAS, the Parties have resolved to enter into an agreement clearly outlining the position of the Board of Education of the School District (the “Board”) and the Police Departments with regard to the assignment of police officers as School Resource Officers (“SROs”) in the School District; and

WHEREAS, the Board has heard concern, input and suggestion from several interested parties, including but not limited to the Chiefs of the Police Departments, students and former students in the group known as AJUA and other students, parents and community members who have interest in this concern; and

WHEREAS, it is the commitment of the School District to provide a safe learning environment to all students; and

WHEREAS, immigration status of our students or their families whether documented or undocumented is irrelevant to this commitment; and

WHEREAS, the Board encourages all families living within the School District to enroll and send their children to our schools; and

WHEREAS, the Board believes the SRO program offers education, support, leadership and security to meet the challenges our students and schools may face; and

WHEREAS, SROs build relationships of trust with School District students and their families, which relationships of trust are essential to the SRO’s success; and

WHEREAS, this document reaffirms the Board’s support for the SRO program, as the benefits of having sworn officers with police authority onsite with the purpose of being constantly vigilant for security and safety concerns from within and without the confines of school facilities is essential; and

WHEREAS, the Board believes the SRO program is proven to improve safety in our schools and communities and we will continue work to enhance this program toward its best success; and

WHEREAS, the School District has the authority and responsibility to define the roles and scope of those working on our campuses and with our students; and

WHEREAS, the Board acknowledges that SROs are patrol officers outside of school and when school is not in session; and

WHEREAS, the Police Departments assign duties to police officers who work as SROs in the School District in addition to those duties specifically related to the police officers' roles as SROs ("Outside Duties"); and

WHEREAS, police officers are best prepared and have the tools necessary for the job when they have the ability to collaborate with any agency that the circumstance may demand, and to restrict this would not only limit the SRO effectiveness but would endanger the program completely; and

WHEREAS, the Board does not believe it wise to restrict an officer's ability to collaborate with any law enforcement authority at the local, state or federal level.

NOW, THEREFORE, in consideration of the mutual covenants contained in this MOU, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged by the Parties, the Parties agree that:

1. The Police Departments are encouraged to assign Outside Duties to SROs in the School District with extraordinary discretion where a student's family immigration status may come into question as these assignments may diminish the necessary trust the SROs have worked so long to build with the student and the family.

2. Term and Termination. The term of this MOU shall be for a period of one year from the date hereof. This MOU will automatically be extended for an additional one (1) year period on each successive one-year anniversary of the Effective Date unless either party provides written notice of non-extension to the other party at least thirty (30) days prior to such anniversary. Either party may terminate this MOU for any reason whatsoever by giving thirty (30) days written notice in the manner stated herein.

3. Notice. Written notice shall be deemed given when deposited in the U.S. Mail, postage prepaid, certified with a return receipt requested, and addressed to the other party at the following address or such other address as either party shall designate to the other in this same manner:

Roaring Fork School District
1405 Grand Ave.
Glenwood Springs, CO 81601

Glenwood Springs Police Department
101 W. 8th Street
Glenwood Springs, CO 81601

Carbondale Police Department
511 Colorado Ave.
Carbondale, CO 81623

Basalt Police Department
101 Midland Ave.
Basalt, CO 81621

4. **Applicable Law.** The laws of the State of Colorado shall govern the validity, construction and effect of this MOU.

5. **Entire Agreement.** This MOU contains the complete agreement between the parties and shall, as of the effective date, supersede all such other agreements made between the parties. Any representations that may have previously been made by either party to the other are void. Neither party has relied on such prior representations in entering into this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date first above written.

Board President, Roaring Fork School District

Date

Chief of Police, Glenwood Springs

Date

Chief of Police, Carbondale

Date

Chief of Police, Basalt

Date