

**MEMORANDUM OF UNDERSTANDING
BETWEEN WALLINGFORD PUBLIC SCHOOLS
AND
THE WALLINGFORD POLICE DEPARTMENT**

SCHOOL OFFICER PROGRAM

This agreement is revised and entered into this *6th day of March 2023*, by and between Wallingford Public Schools and the Wallingford Police Department. This agreement supersedes the previous agreement.

I. Introduction

The School Officer Program involves the placement of law enforcement officers within the educational environment. These officers are police officers assigned by the Wallingford Police Department to serve as liaisons between the school community and the police department and to support the school administration and staff in maintaining a safe and positive school environment.

The officers are visible and active law enforcement figures at the schools to which they are assigned. The officers may, if qualified, be a resource for instruction in the following areas: law-related education, violence diffusion, safety, alcohol and drug prevention, crime prevention, and other pertinent subjects.

Wallingford Public Schools and the Wallingford Police Department shall review and adhere to the principles set forth in the Juvenile Justice Advisory Committee guidance document, which is attached hereto in Exhibit A, and expressly incorporated into the terms of this Agreement.

II. Goals and Objectives

- Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development;
- Maintain a safe and secure environment on school campuses which will be conducive to learning;
- Promote positive attitudes regarding police officers in today's society;
- Strive to ensure a consistent response to incidents of student misbehavior, and reduce the involvement of police and court agencies for misconduct at school and school-related activities.

III. Supervision of School Officers

The Wallingford Police Department, within budgetary and manpower limitations, agrees to provide (2) two officers on a flexible basis to all schools within Wallingford Public Schools.

The Wallingford Police Department will determine which Wallingford Police Officers will assume these roles and responsibilities.

Officers shall remain employees of the Wallingford Police Department and shall not be employees of Wallingford Public Schools. As such, the Wallingford Police Department shall

bear the costs of the School Officer Program. Wallingford Public Schools acknowledges that the officers will remain subject to the administration, supervision, and control of the Wallingford Police Department. However, while acting in the capacity of a school officer, the officers will take direction from school administration with the exception that while in the performance of their law enforcement duties, the officers will follow Wallingford Police Department protocol. It is the responsibility of the officers to notify the school principal(s) of their work schedule.

The Superintendent of Schools or designee will meet annually with the Chief of Police or designee to evaluate the program.

IV. Appointment, Term, and Schedule

The Chief of Police or designee will assign the officers to the Program. The officer's duty hours shall be determined by the provisions of the labor agreement between the Wallingford Police Department and the Wallingford Police Union. It is understood that during these shift hours, the officers may be off campus to conduct such tasks as may be required by their assignment or other assignment designated by the Wallingford Police Department.

The officers are appointed annually by the Chief of Police.

V. Duties and Responsibilities of the School Officers

- Law enforcement intervention: Law enforcement intervention shall only be taken when classroom and school options have been found ineffective, or in cases of emergency. Involvement of police officers shall not necessarily mean arrest and referral to court. This intervention is managed by the police. Behaviors at this level must be violations of criminal law, but in most cases will occur only after classroom, school administration and assessment and service interventions have been tried. Law enforcement options may include verbal warning, conference with the student, parent, teachers, and/or others, referral to community agencies, and referral to court.
- The officers may search a student only in those circumstances allowed by law. At no time will officers direct or demand that school personnel search a student.
- The officers will not be responsible for student discipline.
- The officer will collaborate with school administrators to determine the goals and priorities for the School Officer Program and the parameters for officer involvement in school disciplinary matters, consistent with the terms of (Exhibit A).
- The officer will work closely with Armed School Security Officers at the middle and high schools, conferring with them on a regular basis.

VI. Uniform and Equipment

Officers will wear their approved department uniform with appropriate logos and name badges depending on the type of school activity and program and/or the request of the school or the Wallingford Police Department. It is understood that the officers will carry their approved duty firearm and other departmental-issued equipment.

VII. Police/Officer Activity at Schools

The parties agree that police and/or the assigned officers need to follow certain protocols when on school grounds in non-emergency circumstances as follows: Police will act through school administrators whenever they plan any activity on school grounds. Officers entering schools will be aware of the potential disruption of the educational process that police presence may cause. Prior to entering a school to conduct an investigation, arrest or search, officers will consider the necessity of such action based on:

- The potential danger to persons;
- The likelihood of destruction of evidence and other property;
- The ability to conduct the investigation, arrest or search elsewhere.

When taking a student into custody, officers should make reasonable efforts to avoid making arrests or taking students into custody on the school premises. Whenever possible, students should be taken into custody out of sight and sound of other students.

VIII. Data Collection and Monitoring

Subject to applicable legal limits, the parties agree that they will provide baseline data for comparison purposes and regularly collect, share, monitor and report data resulting from the implementation of this agreement.

The school district and/or the police department may elect to gather additional data from students and staff regarding the effectiveness of the School Officer Program. This data may be shared with Town and/or Board of Education officials.

On an annual basis, the School Officer Program will be evaluated by the Chief of Police and the Superintendent of Schools and/or their designees to determine the effectiveness of the program.

IX. Dismissal of a School Officer

In the event that a principal of a school to which an officer is assigned determines that the officer is not effectively performing their duties and responsibilities, the principal shall contact the Superintendent of Schools and provide the Superintendent with specific evidence regarding the officer's ineffectiveness. Within a reasonable amount of time after receiving this information, the Superintendent shall notify the Chief of Police or designee. A meeting will be conducted with the officer to mediate or resolve any issues. Should this meeting fail to resolve these issues, the Chief of Police may dismiss or reassign the officer from the program to resume traditional duties within the department, and cycle another Wallingford Police Officer into the program.

X. Term of Agreement

The Officers are appointed annually by the Chief of Police. It is understood that either party may terminate this contract voluntarily upon written notice of seven (7) days. A request for revisions or modifications to this agreement may be made by either party in writing.

This agreement constitutes a final written expression of all terms of this agreement and is a complete and exclusive statement of those terms.


In Witness thereof, the parties have caused this agreement to be signed by their authorized officers.

Wallingford Police Department

Wallingford Public Schools



John Ventura
Chief of Police



D. Bellizzi
Danielle Bellizzi
Superintendent of Schools

Exhibit A

MEMORANDUM OF AGREEMENT BY AND BETWEEN WALLINGFORD PUBLIC SCHOOLS AND WALLINGFORD POLICE DEPARTMENT

I. Introduction

Schools and law enforcement share the responsibility for school safety and must work together with complimentary policies and procedures to ensure a safe learning environment for students. This document expresses the agreement of the parties for responding to non-emergency school disruptions. It strives to ensure a consistent response to incidents of student misbehavior, clarify the officer of law enforcement in school disciplinary matters, and reduce involvement of police and court agencies for misconduct at school and school related events.

The parties agree to the following principles upon which this agreement is founded:

- A. The vast majority of student misconduct can be best addressed through classroom and in-school strategies and maintaining a positive climate within schools rather than by involvement of the Wallingford Police Department.
- B. The response to school disruptions should be reasonable, consistent and fair with appropriate consideration of relevant factors such as the age of the student and the nature and severity of the incident.
- C. Students should be held accountable for their actions through a graduated response to misconduct that provides a continuum of services and increasingly more severe sanctions for continued misbehavior.
- D. Disruptive students should receive appropriate redirection and support from in school and community resources, including the Youth Division of the Wallingford Police Department, prior to the consideration of suspension, expulsion, involvement of the police, or referral to court (Juvenile Review Board).
- E. Clarifying the responsibilities of school and police personnel with regard to non-emergency disruptive behavior at school and school-related events promote the best interest of the student, school system, law enforcement and community at large.
- F. This agreement in no way restricts, supersedes or limits Wallingford Police Officers requirements under Connecticut State Statutes or by Department Policy and Procedures.

II. Purpose of Agreement

The purpose of this agreement is to memorialize an agreement between the two agencies in compliance with Connecticut General Statutes §10-233m, to encourage a more consistent response to school incidents and to reduce the number of referrals of students to court by establishing guidelines for the handling of non-emergency disruptive behavior at school and school-related events by school and police personnel.

III. Terms of the Agreement

A. Summary of Key Points

The Parties agree to the following:

1. Convene a Wallingford Public Schools/Wallingford Police Department Collaboration Team;
2. Share this agreement with a copy to all school and police personnel;
3. Provide necessary and regular staff training on implementation of the agreement;
4. Put into practice a graduated response to student misbehavior;
5. Wallingford Public Schools will monitor the implementation of the agreement;
6. Wallingford Public Schools will collect data and assess the effectiveness of the agreement;
7. Wallingford Police Department will share arrest information with school officials when known and permitted by Connecticut General Statutes;
8. One Wallingford Police Department officer designated by the Chief of Police will review arrest information on a quarterly basis, or as needed; and
9. The parties will modify the agreement as appropriate.

B. Key Factors in Making Disciplinary Decisions

When Wallingford Public Schools is determining consequences for students' disruptive behavior, the following factors shall be considered, whenever available:

1. Age, health, and disability or special education status of the student;
2. Prior conduct and record of behavior of the student;
3. Previous interventions with the student;
4. Student's willingness to repair the harm;
5. Parents' willingness to address any identified issues;
6. Seriousness of the incident and degree of harm caused;
7. Victim and victim parents' wishes.

C. Graduated Response Model

The parties agree to put into practice the following graduated response to student misbehavior:

Classroom Intervention - The classroom teacher plays a prominent role in guiding, developing and reinforcing appropriate student conduct and is acknowledged as the first line of implementing the school discipline code. As such, this model begins with a range of classroom management techniques that must be implemented prior to any other sanctions or interventions. Classroom intervention is managed by the teacher for behaviors that are passive and

non-threatening such as dress code violations, and violations of classroom rules. Wallingford Police Department should not be involved at this level.

School Administration Intervention - Classroom interventions must be supported by someone with authority to suspend, expel or recommend disciplinary action and who can address more serious or repetitive behaviors and behaviors in school, but outside of the classroom. Examples of behavior at this level include repetitive patterns, defacing school property, truancy, threatening and behaviors in hallways, bathrooms, courtyards and school buses. Wallingford Police Department should only be involved if the misconduct rises to the level of a criminal violation.

Assessment and Service Provision - Certain behaviors and needs of the student will call for an assessment process and intervention with the use of the school and community services. This intervention is managed by the school administrator and does not involve the Wallingford Police Department unless a criminal violation has occurred. Repetitive truancy or defiance of school rules, and behaviors that interfere with others such as vandalism or harassment, belong at this level as well as misbehaving students who would benefit from service provisions. Assessment and service intervention options should include any classroom or school administration interventions.

Law Enforcement Intervention - When classroom, school and community options have been found ineffective (or in an emergency) the school should involve the police, including the school officer. Involvement of the police does not necessarily mean arrest and referral to court; however, under no circumstances does any part of this entire Agreement restrict, supersede or limit Wallingford Police Department officers' requirements under Connecticut State Statutes or by Police Department Policy and Procedures. Behaviors at this level should only be violation of criminal law, and should follow classroom, school administration and assessment and service interventions, except in the case of an emergency or criminal violation. Law enforcement options are discretionary, remain with the attending officer at all times, and may include verbal warning, conference with student, parents, teachers and/or others, referral to other specified diversionary programs and referral to court.

D. Police Activity at Schools

The parties agree that police should strive to follow certain guidelines when on school grounds in non-emergency circumstances as follows:

1. Police should act through school administrators whenever they plan any activity on school grounds, if possible;
2. Officers entering school grounds should be aware of the potential disruption of the educational process that police presence may cause;
3. Prior to entering a school to conduct an investigation, arrest or search, officers should consider the necessity of such action based on:
 - a. The potential danger to persons;
 - b. The likelihood of destructions of evidence or other property;
 - c. The ability to conduct the investigation, arrest or search elsewhere.

4. When taking a student into custody:

- a. Officers should make reasonable efforts to avoid making arrests or taking students into custody on school premises; and
- b. Whenever possible, students should be taken into custody out of sight and sound of other students.

5. Officer's shall not be responsible for student discipline or enforcement of school rules.

IV. Data Collection and Monitoring

Wallingford Public Schools will provide baseline data for comparison purposes and collect, share, monitor and report data resulting from implementations of the agreement. An officer designated by the Chief of Police will review arrest information on a quarterly basis, or as needed. Wallingford Police Department will share the already existing stats from the State juvenile court system.

A. Data Collection - On a monthly basis, or as otherwise agreed upon, the following information will be collected:

Wallingford Police Department - Arrest reports, when known, will be shared with school officials, as required by state statute. Arrest notification goes to the Superintendent of Schools.

B. Monitoring - The parties agree that Wallingford Public Schools will meet with an officer designated by the Chief of Police to review arrest information on a quarterly, or as needed basis. Wallingford Public Schools will review relevant data and analysis, and at least annually will prepare a report of activities and make recommendations for improvements to the agreement and/or its implementation.

C. Family Educational Rights and Privacy Act (FERPA): Students' privacy rights must be maintained. No individual-identifying data will be revealed to collaboration participants as a group. This agreement includes information that is learned from officer data-gathering techniques such as surveying and interviews. Any surveys that are conducted will be completed anonymously. Data findings will be shared at project meetings.