

MEMORANDUM OF UNDERSTANDING SCHOOL RESOURCE OFFICER

This Memorandum of Understanding (hereinafter “MOU”) is entered into Monday, the 28th of August, 2023 by and between the Naugatuck Public School District (District) (hereinafter “District”) and the Borough of Naugatuck Police Department (hereinafter “NPD”).

I. PURPOSE

The purpose of this MOU Agreement is to encourage a relationship between the District and the NPD that fosters an efficient and cohesive program that will build a positive relationship between law enforcement officers and the youth of Naugatuck, with the aim of providing a safe learning environment for students, providing a safe working environment for staff, providing a consistent response to school incidents, and preventing and reducing offenses requiring student referrals to court.

II. DEFINITIONS

1. “NPD” refers to the Naugatuck Police Department and its collective members and officers.
2. “The Board” refers to the Naugatuck Board of Education.
3. “District” refers, collectively, to the Naugatuck Board of Education and the Naugatuck Public Schools.
4. “Naugatuck Public Schools” refers, collectively, to all the schools within the Naugatuck Public School district.
5. “Superintendent” refers to the Superintendent of the Naugatuck Public Schools.
6. “Administration” refers to the collective Naugatuck Public Schools employees holding titles of principal, assistant principal, dean, and their superiors.
7. “SRO” refers to a School Resource Officer who is a sworn police officer who has been assigned to one or more district schools. All SROs are employees of the Borough of Naugatuck Police Department.
8. "Investigation or behavioral intervention" means a circumstance in which a school resource officer is conducting a fact-finding inquiry concerning student behavior or school safety, including, but not limited to, emergency circumstances, or an intervention to resolve violent or nonviolent student behavior or conflicts.
9. “Life-threatening physical restraint” refers to any physical restraint or hold of a person that restricts the flow of air into a person's lungs, whether by chest compression or

any other means, or immobilizes or reduces the free movement of a person's arms, legs or head while the person is in the prone position.

III. INTRODUCTION

The District has determined that it is appropriate to utilize SROs in the Naugatuck Public Schools. In accordance with Connecticut General Statutes 10-233m, the District and the NPD have created this MOU to outline the role and responsibilities of SROs in the Naugatuck Public Schools.

In the provision of the SRO program, the NPD and District shall review and adhere to the requirements and principles set forth in Connecticut General Statute 10-233m, including, but not limited to, the implementation of a graduated response model for student discipline and training related to social -emotional training and restorative practices for SROs and all other appropriate stakeholders involved in the program.

Among other matters, this MOU expresses the understanding of the parties for responding to non-emergency school disruptions, which 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. It strives to clarify the role of law enforcement in school disciplinary matters and to reduce involvement of police and court agencies in student misconduct and school-related events.

IV. TERMS AND PRINCIPLES

The terms of this MOU are as follows:

1. The NPD offers and the District accepts the services of three (3) sworn full-time certified police officers (hereinafter “School Resource Officer” or “SRO”) for the 2023-2024 school year, subject to renewal on an annual basis as deemed appropriate by the District and the NPD. A school year shall be determined by the Board’s school district calendar.
2. The NPD and the District agree the SROs shall have access to all District premises as needed to perform the duties intended under this MOU, but primarily shall be assigned to the Naugatuck High School and City Hill Middle School campuses.
3. SROs will abide by all applicable District policies and administrative rules and regulations.
4. SROS will abide by all NPD rules, regulations, policies, procedures, and protocols.
5. The parties agree the SRO is employed and retained by the NPD, and in no event shall the SRO or any employee of the NPD be considered an employee of the Board.

6. SROs report directly to their assigned NPD supervisor, who in turn reports to the Chief of Police or designee regarding all matters pertinent to their position and function.
7. Although the SRO is an employee of the NPD and subject to the administration, supervision and control of the NPD, while acting in the capacity of SRO, the SRO will take direction from the Superintendent of the Naugatuck Public Schools or designee with the exception, that while in the performance of law enforcement duties, the SRO will follow all NPD protocols.
8. The NPD and Board agree the day-to-day operation and administrative control of the SRO will be a joint and cooperative effort of the Police Chief (or designee) and the Superintendent of Schools (or designee). Responsibility for the conduct of the SRO shall remain with the Police Chief (or designee) and the District acknowledges the SRO remains responsive to the command of the Police Chief (or designee).
9. The NPD and District agree that the goals and objectives of the SRO program are designed to develop and enhance rapport between youth, law enforcement officers, school staff and parents.
10. The principles of this MOU shall include, but are not limited to:
 - 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 justice community.
 - 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 prior to consideration of suspension, expulsion, involvement of the police, or referral to court.

V. SRO DUTIES, AUTHORITIES, AND RESPONSIBILITIES

The parties agree the basic responsibilities of the SRO will include, but will not be limited to:

- a. Serve as a liaison between the District, school administrators and the NPD.
- b. Provide information concerning questions about law enforcement topics to students and staff.

- c. Provide educational programs and classroom instruction on a variety of topics including, but not limited to, substance abuse, safety, conflict resolution, crime prevention and diffusion, internet safety, cyberbullying, leadership and life skills and other law related topics or issues relevant to the student population as requested by the Superintendent or designee.
- d. Coordinate investigation procedures between police and school administrators.
- e. Provide counseling on a limited basis to students, staff and faculty.
- f. Handle initial police reports of crimes committed on campus.
- g. Take enforcement action on criminal matters when appropriate.
- h. Attend school special events as needed.
- i. Take allowable enforcement action against intruders and unwanted guests, either at administrator's request or if the SRO observes a violation of law or city ordinance.
- j. Confer with administrators to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school- and school related functions.
- k. Assist administration and school staff with disciplinary hearings in which the SRO has knowledge of the incident and/or criminal laws that will assist in the adjudication of the matter.
- l. Maintain student confidentiality as appropriate unless the gravity of the situation or law dictates otherwise.
- m. SROs may, if available, attend meetings of parents/guardians and faculty groups to communicate about the goals and role of the SRO Program, as requested by the principal(s) of the building(s) to which the SRO is assigned.
- n. SROs will collaborate with school administrators, as well as NPD, local fire service, public safety and emergency management agents, as may be appropriate, in emergency crisis planning and building security matters. Among other things, the SRO will assist the school administration in conducting lock down drills and offer suggestions regarding how to maintain and improve school safety in schools. The SRO will provide training for school personnel, as requested by the principal(s) at the building(s) to which the SRO is assigned, in handling crisis situations that may arise at the school.

- o. SROs have no role in ordinary school discipline or enforcement of school rules, although an SRO may assist school personnel at the request of a school administrator.
- p. Although SROs are assigned to a school, they are not relieved of their official duties as certified law enforcement officers. Decisions to intervene normally will be made by the SRO when it is necessary to prevent violence, a breach of the peace, personal injury, or loss of property. Citations should be issued and arrests made when appropriate pursuant to NPD policy; however, SROs shall make reasonable efforts in light of the situation to avoid making an arrest or taking a student into custody on school premises and, whenever possible, a student should be taken into custody out of sight and sound of other students.
- q. SROs are required pursuant to Connecticut state law to complete a written report of any student investigations and behavior interventions of challenging behavior (as the term is defined herein) or conflict that escalates to violence or constitutes a crime. Such reports shall be submitted to the Chief of Police for the NPD within five days of the investigation or intervention. The report shall contain information in accordance with state law as set forth in Section VII b. below.

VI. GRADUATED RESPONSE MODEL, ARREST AND SECLUSION/RESTRAINT

The parties agree to the following Graduated Response Model for the handling of non-emergency disruptive behavior at school and school-related events by school and police personnel.

Classroom Intervention: The classroom teacher plays a prominent role in guiding, developing and reinforcing appropriate student conduct and is acknowledged as the first line in implementing the school discipline code through classroom interventions. Classroom intervention is managed by the teacher for behaviors that are passive and non-threatening such as, but not limited to, dress code violations and violations of classroom rules. SROs should not be involved at this level.

School Administration Intervention: Classroom interventions must be supported by school administrators who respond to more serious or repetitive behaviors and behaviors in school but outside the classroom through administrative interventions. Behaviors at this level include repetitive patterns, defacing school property, truancy, threatening and behaviors in hallways, bathrooms, courtyards and school buses.

Assessment and Service Provision Intervention: This level of response is appropriate when the behavior and needs of the student warrant an assessment process and intervention with the use of school and community services. This level of intervention should include any Classroom or School Administration interventions and might include referral to a community service program, suspension, expulsion, or referral to court.

Law Enforcement Intervention: Only when classroom, school and community options have been found ineffective (or in an emergency) should the school involve the police, including the SRO. This intervention is managed by the police. Behaviors at this level must be violations of criminal law.

When classroom, school and community options have been found ineffective, or when deemed appropriate by the administration (or in an emergency), the school may involve the police in a specific student intervention, including the SRO. Involvement of the police does not necessarily mean arrest and referral to court. This intervention is managed by the police. Law enforcement options may include, but not be limited to, verbal warning; conference with the student, parents/guardians, teachers and/or others; referral to a Justice Review Board (JRB) and/or community agencies; and referral to court. In appropriate circumstances, law enforcement options will be according to state statutes and NPD policies, protocols, rules, and regulations. Absent an emergency, any arrest will be conducted in accordance with this MOU.

Arrests

The NPD agrees its officers, including the SROs, should make reasonable efforts to avoid making arrests or taking students into custody on school premises. If the NPD performs any school-based arrest, defined as an arrest of a student for conduct of such student on school property or at a school-sponsored event, the NPD agrees to provide information to the Board, when requested by the Board, regarding such school-based arrest, as permitted by law, including, if known, the arrested individual's name, address, school, race, ethnicity, gender and age, and the type of offense for which the school-based arrest was made. The NPD further agrees to provide, on a quarterly basis, the number of school-based arrests performed and, if requested by the Board, any of the foregoing information regarding each arrested individual.

Incidents Involving Seclusion and/or Restraint

The District is responsible for developing procedures and protocols for the use of seclusion and restraint in schools in accordance with Connecticut state law. Connecticut statute only permits the use of seclusion and restraint by trained school employees as an emergency intervention to prevent immediate or imminent injury to the student or to others, provided the restraint is not used for discipline or convenience and is not used as a substitute for a less restrictive alternative. No school employee shall use a life-threatening physical restraint on a student. SROs shall not assist staff in seclusion or restraint of a student. If in the exercise of official law enforcement duties, an SRO finds it necessary to restrain a student, the use of restraint shall be in accordance with Department policies, protocols, rules and regulations and applicable law. In such instances, the SRO is advised to consider the totality of the circumstances including, the nature of the offense/emergency, the age, size and physicality of a student, whether the student has any known disabilities, other known factors impacting a decision to use restraint as well as the impact to the school setting.

VII. RECORDS MANGEMENT AND SPECIAL REPORTING

- a. Completed police reports will be filed and maintained within the NPD's system established for this purpose.
- b. SROs are required to complete a written report of any student investigations and behavioral interventions of challenging behavior or conflict that escalates to violence or constitutes a crime and submit such report to the Chief of Police for the NPD within five days of the investigation or intervention. Such report will minimally include: the date, time and location of such investigation or behavioral intervention; the name and badge number of such school resource officer; the race, ethnicity, gender, age and disability status for each student involved in such investigation or behavioral intervention; the reason for and nature of such investigation or behavioral intervention; the disposition of such investigation or behavioral intervention; and whether any student involved in such investigation or behavioral intervention was searched, apprised of such student's constitutional rights, issued a citation or a summons, arrested, or detained, including the amount of time such student. The Chief of Police will submit such reports to the Superintendent within 48 hours of receipt, when practicable under attending circumstances, but not less frequently than monthly. The Superintendent will provide the report(s) to the Board for review. Student confidentiality will be maintained as required by law, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA).
- c. All video recordings captured by any body-worn camera of an SRO shall be the property of the Department, and the District is not responsible for the storage, maintenance, release or disposal for any such recordings.
- d. Upon request of the principal(s) at the building(s) to which the SRO is assigned or the Superintendent or designee, the NPD may permit such individuals to review any video recording captured by the SRO while performing official SRO duties as outlined in this MOU, subject to the requirements of the Freedom of Information Act, Department policy and other applicable law.
- e. All performance evaluations of SROs shall be retained by the Borough/NPD.

VIII. TRAINING AND SCHEDULE

Each SRO will be trained in school-based law enforcement through a Police Officer Standards and Training Council (POSTC) approved SRO training and will meet and maintain all state-mandated training requirements for certified law enforcement officers and/or SROs. Such training shall be at the Department's expense.

While in the performance of the SRO's duties and during periods when the SRO is assigned to be at a school, at the District's expense, each SRO shall be trained in the implementation of a graduated response model for student discipline. Additionally, the SRO shall participate in any separate training specifically related to social-emotional learning and restorative practices provided by the District to certified employees of the school(s) to which the SRO is assigned pursuant to Connecticut General Statutes §10-148a and 10-220a.

Additional training and conferences specific to SROs are encouraged as an important part of professional development and minimally, must include specific training regarding the SRO duties related the restraint of students, use of firearms and school-based arrests pursuant to Connecticut General Statutes §10-233m. These sessions will be considered as staffing and funding is available either through the Department or the District.

IX. Salaries and Payment

The parties agree the NPD shall pay the salary (or a portion thereof as agreed by the NPD and Board), and all associated benefits to the SRO, and the NPD will provide all necessary law enforcement equipment to the SRO for performance of the SRO's duties under this Agreement.

X. The NPD and Board agree that either party may terminate this Agreement, with or without cause, upon sixty (60) days written notice to the other party.

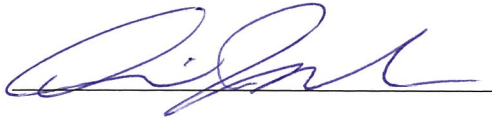
IN WITNESS WHEREOF, the parties hereto cause this instrument to be executed and signed by their mutually authorized officers or representatives.

NAUGATUCK POLICE DEPARTMENT

NAUGATUCK BOARD OF EDUCATION

By: D/C DANIEL NORCK

By: Superintendent Chris Montini



Date: August 28, 2023

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