

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SEYMOUR BOARD OF EDUCATION
AND
THE SEYMOUR POLICE DEPARTMENT
SCHOOL RESOURCE OFFICER PROGRAM**

This Memorandum of Understanding is made by and between the SEYMOUR BOARD OF EDUCATION, hereinafter referred to as the "SBOE", and the SEYMOUR POLICE DEPARTMENT, hereinafter referred to as the "SPD."

WITNESSETH

WHEREAS the SBOE and SPD agree that it is mutually beneficial for all parties for Seymour Police Officers to be assigned as School Resource Officers, hereinafter referred to as SROs, to schools within the Town of Seymour; and

WHEREAS the parties understand that SROs are sworn officers from the SPD who are in good standing; and

WHEREAS the purpose of this document is to facilitate a clear understanding of the roles, duties, and responsibilities, of the parties and the SROs; and

WHEREAS the parties fully recognize that this Memorandum of Understanding (MOU) is a living document to allow for program evolution and to provide for the needs and future changes of the Seymour Public Schools; and

WHEREAS this MOU provides universal clarification of expectations to minimize confusion and provide consistency among the SROs and all school officials and employees.

NOW, THEREFORE, it is understood and agreed between the parties as follows:

1. Compliance with State Statutes

This MOU is entered in accordance with Connecticut General Statutes Section 10-233m, as amended by Public Act No. 23-167 and Public Act No. 23-208

2. Mission of the Program

The SBOE and the SPD both desire to provide law enforcement service, community service, and a safe learning environment to the public school system in Seymour. This collaborative effort will strive to provide a safe school and neighborhood environment and shall hold juveniles accountable for their actions. As such, the SBOE and the SPD have formed a partnership that integrates an SRO at both the Seymour Middle School and Seymour High School.

3. The shared goals and objectives of the school resource program as agreed to by the BOE and the Police Department are as follows:

- a. The School Resource Officers (SROs) shall be the liaison and enhance communication between the school principals/administration, the Seymour School security team, the students, and the Police Department.

- b. The SROs shall promote an atmosphere of safety and order for students and faculty members and provide security to the school from outside threats by maintaining a visible police presence on campus, assessing threats to school security, and responding to any immediate threats on their respective campus.
- c. The SROs shall work to enhance students overall understanding and knowledge of law enforcement. This can be accomplished through classroom instruction or through general student interaction and mentoring.
- d. The SROs shall work to forge positive relationships with students, with the ultimate goal being a reduction in criminal behavior and/or school rules violations by students, both in and out of the classroom.
- e. The SROs will add to the general sense of safety and security in the Middle School and the High School by their physical presence, and work to make students, staff, and parents feel safe when attending school and related events.

4. Selection and Assignment of SROs

- a. The SROs shall be sworn officers of the Seymour Police Department in good standing. They shall fall under the Department's chain of command and shall report to the supervisor and Officer in Charge on the shift that they are working. Seymour Police Department Supervisors shall be responsible for the general day to day supervision of the SROs.
- b. SROs shall be selected in accordance with the collective bargaining agreement that is in effect. The BOE shall be part of the interview process and shall be able to provide input. The ultimate decision on selection resides with the Chief of Police.
- c. The SROs shall be assigned to the Middle School and the High School on a full-time basis when school is in regular session.
- d. The Police Department reserves the right to reassign SROs as needed, however, the Police Department recognizes that reassigning an SRO during the school year could affect students, teachers, and school administrators, and shall take this into consideration.
- e. SROs can be called away from their assignments for a police related emergency at any time.

5. General Duties of the School Resource Officers.

- a. The SRO shall first and foremost perform the job functions of a Seymour Police Officer. The SRO shall respond to and investigate all reported criminal activity occurring in or around their respective school and take appropriate law enforcement action, up to and including custodial arrests.
- b. SROs shall follow the Seymour Police Department's Use of Force Policy and all applicable State Laws concerning the drawing or use of firearms on school property.

- c. SROs shall follow all applicable policies and procedures from the Seymour Police Department in making arrests. If an arrest is deemed necessary, SROs are encouraged to contact an on-duty supervisor. SROs shall notify the school administration promptly when an arrest is made on school grounds.
- d. SROs shall be trained in accordance with all Seymour Police Policies and Procedures, BOE requirements, State of Connecticut General statutes, and while in the performance of their duties as an SRO any separate training specifically related to social –emotional learning and restorative practices provided to certified employees of the BOE pursuant to Connecticut General Statutes Section 10-148a and 10-220a and Public Acts No. 23-167 and No. 23-208.
- e. SROs must submit a report for each investigation or behavioral intervention of challenging behavior or conflict that escalates to violence or constitutes a crime. This report shall be done no later than five (5) school days after such an incident takes place and shall include the following relevant information:
 - 1. Date/Time and location of the incident
 - 2. Name and Badge number of the SRO
 - 3. The race, ethnicity, gender, age and disability status of each involved student.
 - 4. The reason for and the nature of any investigation or intervention
 - 5. Whether any student was searched, informed of their constitutional rights, issued a citation or summoned, arrested, or detained (detail the length of the detainment.)
- f. Investigation or Behavioral intervention is defined as “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 required to resolve violent or nonviolent student behavior or conflicts.”
- g. The SRO shall assist school officials with the enforcement of BOE policies and procedures regarding student conduct.
- h. It is understood that in most situations, SROs shall not actively restrain students, and that such restraint shall be undertaken by staff specifically trained to do so. In the event that the SRO needs to assist or participate in such an incident, the SRO shall complete an incident report thoroughly documenting his/her participation and the actions taken.
- i. The SRO shall provide classroom instruction if requested to do so by school administrators. The SRO shall properly prepare and be able to present material to both students and faculty.
- j. SROs shall be involved with the security of the school itself and shall participate in developing plans and procedures for school security.
- k. SROs shall be expected to attend meetings and other school functions as deemed necessary or beneficial by the school administrators or faculty.
- l. SROs shall act as mentors to students and shall work to build relationships. They are expected to present a positive role model and work to assist school faculty in dealing with problem students.

- m. SROs are expected to attend conferences with students, parents, teachers, and administrators when dealing with law enforcement issues or crime prevention, or as otherwise requested by the school administration.
- n. SROs shall not act as school disciplinarians or impose any punishments on students for violations of school rules or policy. That responsibility is the sole function of the school administrators.
- o. SROs shall not specifically be assigned to school duties such as a lunch monitor, hall monitor, etc. and shall not perform duties or tasks that are the responsibilities of school custodians, teachers, or any other employees of the school district.
- p. SROs are expected to keep the school administration aware of any relevant law enforcement activity that he/she may be participating in at or around the school.

6. Termination of Agreement

Either party may terminate this agreement upon sixty (60) days' notice to the other party.

7. Effective Date

This MOU shall become effective upon the execution of both parties and shall remain in full force and effect until terminated as herein set forth or such other time as agreed upon by the parties. This MOU supersedes the prior MOU in effect.

8. Modification: Entire Agreement of Parties Expressed

No modification of this Agreement shall be valid or binding unless the modification is in writing, duly dated and signed by both parties.

9. Copies of Agreement to be Maintained

The BOE will maintain a copy of this MOU at its central office location, each school where an SRO is assigned, and on the School District's website. The Police Department shall also maintain a copy.

The parties have hereunto set their signatures on the dates below written.

Seymour Board of Education

BY: Susan Compton
Dr. Susan Compton, Superintendent of Schools

Date: 11/8/2023

Seymour Police Department

BY: John Bucherati
Chief John Bucherati, Seymour Police Chief

Date: 11/30/2023