

**SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING
Between the Suffield Board of Education and the Suffield Police Department**

This School Resource Officer Agreement ("Agreement") is made and entered into this _____ day of ____, 2023, by and between the SUFFIELD BOARD OF EDUCATION and SUFFIELD PUBLIC SCHOOLS (together, the "School District"), and the SUFFIELD POLICE DEPARTMENT (the "Police Department") (collectively, the "Parties") as follows:

I. Introduction

Schools and law enforcement share responsibility for school safety and must work together with complementary policies and procedures to ensure a safe learning environment for students. This Agreement clarifies the role of law enforcement and non-emergency police presence in the School District.

School Resource Officer ("SRO") support involves the placement of a law enforcement officer within the education environment. The SRO is an employee of the Police Department assigned by the Police Department to serve as liaison between the school community and the police and to support the school administration and staff in maintaining a safe and positive school environment.

Any individual hired as the SRO shall be a sworn police officer. Each SRO is a visible and active law enforcement figure at the school(s) to which the SRO is assigned.

The Police Department and the School District shall review and adhere to the requirements and principles set forth in Conn. Gen. Stat. § I 0-233m, including the implementation of a graduated response model for student discipline; training for SROs related to social-emotional learning and restorative practices; and the reporting of investigations or behavioral interventions of challenging behavior or conflict that are conducted by an SRO and escalate to violence or constitute a crime.

II. Definitions

"School(s)" refers, collectively, to each school within the jurisdiction of the School District.

"Administration" refers to School District employees holding titles of principal or dean and their superiors.

"SRO" refers to a School Resource Officer who has been assigned to one or more schools under the jurisdiction of the School District.

III. Police Department and SRO Responsibilities

A. Supervision of SROs

The SRO, at all times, shall remain an employee of the Police Department and shall not be an employee of the School District. As such, the SRO will remain subject to the administration, supervision, and control of the Police Department. However, while acting in the capacity of an SRO, the SRO shall take direction from the Administration with the exception that, while performing law enforcement duties, the SRO will follow protocol established by the Police Department and the Chief of Police.

The Police Department shall assign to the School, in consultation and agreement with the Superintendent of Schools, a full-time SRO that shall be funded from the Police Department's budget. Accordingly, the SRO will be selected from a competitive testing process congruent with union guidelines and will receive formal training commensurate with the SRO position. The SRO will also meet all requirements established by Connecticut General Statutes §10-233m. The SRO's schedule will be set by the Police Department but whenever possible shall be hours mutually agreed upon by the Police Department and the School District during the school year. The SRO shall be available for scheduling to attend designated after-school and evening school activities whenever possible. If such attendance requires overtime, overtime is subject to approval by the SRO's supervisor at the Department.

The SRO's schedule will be subject to, among other things, the Police Department's collective bargaining agreement, the officer's time off (e.g. vacations, holidays, sick time, etc.), Police Department training, or other exigent circumstances that require the SRO's attention. For the purposes of this section, "exigent circumstances" shall include, but not be limited to, high priority and/or extraordinary criminal investigations and manpower shortages within the Police Department, etc.

If either or both Parties wish to terminate this Agreement, they will comply with Section XI below. If the Administration is dissatisfied with an SRO who has been assigned to the School, the Superintendent may request that the Chief of Police assign a different officer as the SRO for that School. Such reassignment shall be made in consultation with the Superintendent, and the Superintendent in their sole discretion may refuse the SRO proposed by the Chief.

B. Duties and Responsibilities of SROs

The SRO shall wear an authorized police uniform during the SRO assignment unless otherwise authorized for a specific purpose. During the SRO's assigned duty hours, the SRO shall remain visible in the Schools and patrol both the exterior and interior grounds.

The SRO will bring to the attention of the Administration and assist in the development and implementation of plans and strategies to prevent and/or minimize

dangerous situations on or near the School campus or at School activities. Among other things, the SRO will collaborate with the Administration regarding how to maintain and improve school safety in all schools.

The SRO may make classroom presentations when requested by the Administration on such topics as the role of police in the community, law-related education, violence diffusion, crime prevention, alcohol/drug awareness and education, safety programs, and youth programs. The SRO may also be invited to attend parent, faculty, student, administration, and other meetings to provide information regarding the SRO program, as well as, opportunities for involvement and support. Participation in meetings or in classroom presentations shall be at the discretion of the Police Department but shall not be unreasonably withheld.

The SRO will complete, while in the performance of the SRO's duties as a school resource officer, and during periods when such SRO is assigned to be at the School, any separate training specifically related to social-emotional learning and restorative practices provided to certified employees of the School. The SRO will also complete physical restraint training as deemed necessary by the Police Department in consultation with the School District as per statute.

The SRO has no role in ordinary school discipline or enforcement of school rules, although an SRO may provide assistance to school personnel at the request of the Administration, consistent with the Graduated Response Model described in Section VI, below.

The SRO shall not use physical restraint or seclusion, as defined in Conn. Gen. Stat. § 10-236b, on a student except as an emergency intervention to prevent immediate or imminent injury to the student or to others. The SRO shall not use physical restraint or seclusion on a student unless the SRO has received the training required for school employees to engage in physical restraint or seclusion of students, as described in Board Policy and Administrative Regulations 5144.1 Any use of force by an SRO to restrain any student must be the least amount necessary to detain the student, reasonable in light of the totality of the circumstances, and in compliance with Board Policy and Administrative Regulations 5144.1 and all applicable laws.

The SRO will follow applicable law, Board of Education policy, School District administrative regulations, and the Police Department's general orders and procedures in regard to investigations, interviews, and searches relating to juveniles and other students. At no time will the SRO direct or demand that school personnel search a student.

It is understood that the SRO will carry a Police Department approved duty firearm, Taser and other Police Department issued equipment. The SRO is responsible for carrying such equipment or otherwise storing and securing such equipment, including firearms and ammunition, in accordance with Police Department protocols. In no event shall such equipment be stored in a school building or on school grounds. Such duty

firearm, Taser and other Police Department issued equipment shall only be used when law enforcement intervention is necessary and then shall only be used in accordance with the policies and standards of the Police Department and applicable law.

Body-worn recording equipment shall not be turned on by the SRO while acting in the capacity of an SRO with respect to educational responsibilities or typical interactions with students, staff or other members of the public in the School District. The SRO will use Police Department issued body-worn recording equipment only when acting in a law enforcement capacity and as required by Police Department policy and in accordance with applicable law and guidelines. The SRO shall have the discretion as provided by Police Department policy to determine when the SRO is acting in a law enforcement capacity. The Police Department and the Superintendent of Schools shall jointly set expectations and resolve any disputes in this area.

The SRO shall notify the Superintendent of Schools whenever any law enforcement action has been taken while performing in the role of SRO. The Superintendent may identify a designee for purposes of this notification and, in that event, shall notify the Chief of Police of that appointment. Once identified, the SRO shall communicate with that designee to report any law enforcement action taken while performing in the role of SRO.

If a conflict develops between the SRO's legal responsibilities as a sworn police officer and the SRO's responsibilities to the School District, the SRO's legal responsibilities as a sworn police officer shall take precedence. However, the SRO supervisor shall inform the Superintendent of Schools and the Police Department of such conflict and shall work with school officials to suggest a means of avoiding future conflicts.

The SRO is prohibited from fraternizing with any student, regardless of the student's age. Any contact with a student off-campus, other than when acting in a law enforcement capacity, at school-sponsored events or happenstance encounters in a public place is prohibited.

IV. School Responsibilities

The School to which an SRO is assigned shall provide the SRO with an office, which is equipped with both a telephone and a computer capable of internet and email access. Furthermore, and insofar as practical, the location of the office shall be immediately adjacent to a common student hallway providing the SRO the opportunity to view passing students. Said officer shall also be equipped with a locked storage area and file cabinet. Firearms and other weapons shall not be stored within any school or on school grounds.

The School District shall also provide to the SRO training specifically related to social-emotional learning, restorative practices, physical restraint, and other training that is provided to certified employees of the school.

V. Communication

Various state and federal laws impact how and when information can be shared by school officials and police. School officials must comply with the Family Educational Rights and Privacy Act ("FERPA") when sharing student information with police. Police are subject to certain Department of Justice and Connecticut General Statutes restrictions when sharing juvenile information with school officials.

In addition, all individuals who are mandated reporters may be required to share information under mandated reporter laws. Nothing in this Agreement shall in any way abrogate the responsibilities of mandated reporters as defined in the Connecticut General Statutes. All mandated reporters retain their obligation to report suspected abuse or neglect.

The Police Department shall notify the School District of the arrest of any student in conformance with Connecticut General Statutes Section 10-233h.

VI. Graduated Response Model

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. 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. SROs should not be involved at this level. Classroom intervention options might include redirection, re-teaching, school climate initiatives, moving seats; and the teacher should initiate parental contact.

School Administration Intervention - Classroom interventions are supported by school administrators and other school staff who address more serious or repetitive behaviors and behaviors in school but outside of the classroom. Examples of behaviors at this level may include, but are not limited to, repetitive patterns, defacing school property, truancy, threatening and behaviors in hallways, bathrooms, courtyards and school buses. Administration intervention options might include time in the office, after school detention, loss of privilege, reparation, and/or parent conference.

Assessment and Service Provision - When the behavior and needs of the student warrant, an assessment process and intervention with the use of school services may be appropriate. This intervention is managed by the school administrator or a student assistance team (SAT). Repetitive truancy or defiance of school rules, and behaviors that interfere with others such as vandalism or harassment may be examples that belong at this level as well as misbehaving students who would benefit from service provision. Assessment and service intervention options should include any classroom or school administration interventions and might include referral to a juvenile review board (JRB) or community service or program, suspension, expulsion, or referral to court. Truant behavior should not lead to an out-of-school option. Police can be involved in their role

onJRBs.

Law Enforcement Intervention - Only when classroom, school and community options have been found ineffective, or when deemed appropriate by the administration or in an emergency, should the school involve the police, 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 verbal warning; conference with the student, parents, teachers, and/or others; referral to a JRB and/or community agencies; and referral to court. In appropriate circumstances, law enforcement options may include arrest. Absent an emergency, any such arrest will be conducted in accordance with Section VII, below.

VII. Police Activity at Schools

The Parties agree that it is the preference that any police activity, including that involving questioning, investigation, arrest, search, or seizure, takes place off of school grounds. The Parties agree that when possible, the Police Department, including the SRO, must follow certain protocols when on school grounds in non-emergency circumstances, as follows:

- Except in the event of emergency response, the Police Department will coordinate through the Administration whenever it plans any police response on school grounds.
- Due to the potential disruption of the educational process that police presence may cause, when making a request to conduct an investigation, arrest, search or seizure on school grounds, officers will consider the necessity of such action based on: (1) the potential danger to persons; (2) the likelihood of destruction of evidence or other property; and (3) 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 school premises or during school hours. Whenever possible, students should be taken into custody out of sight and sound of other students.

VIII. Reporting of Investigations and Behavioral Interventions

In accordance with state law requirements, the SRO must submit a report to the Chief of Police for each investigation or behavioral intervention of challenging behavior or conflict that (1) the SRO conducts and (2) escalates to violence or constitutes a crime, no later than five school days after conducting such investigation or behavioral intervention. An "investigation or behavioral intervention" is "a circumstance in which a school resource officer is conducting (i) a fact-finding inquiry concerning student behavior or school safety, including, but not limited to, emergency circumstances, or (ii) an

intervention to resolve violent or nonviolent student behavior or conflicts."

The SRO's report shall include:

- the date, time and location of such investigation or behavioral intervention;
- the name and badge number of the SRO;
- the race, ethnicity, gender, age and disability status of each student involved in such investigation or behavioral investigation;
- the reason for and nature and disposition of the investigation or behavioral intervention; and
- whether any involved student was (a) searched, (b) apprised of their constitutional rights, (c) issued a citation or a summons, (d) arrested, or (e) detained and the length of the detainment.

The SRO shall not include student names on the report. All SROs shall use and complete Form A, attached hereto and incorporated herein. SROs and/or the Police Department shall not substitute their own form(s) for Form A and shall not submit any supplemental or additional documents in connection with Form A, unless required by law or mutually agreed upon by the Parties in writing.

For purposes of this section, the School shall provide the SRO with student demographic information as necessary for the limited purpose of complying with state reporting requirements as reflected in Form A, in accordance with applicable law. The SRO shall not redisclose this information for any purpose other than sharing the information with the Chief of Police, as required by statute.

On a monthly basis, the Chief of Police shall compile and provide to the Superintendent of Schools all Form A documents completed by School District SROs during the prior month. In the event there were no Form A documents completed by School District SROs during any given monthly period, the Chief of Police shall notify the Superintendent of Schools in writing as follows: "During the month period consisting of ___ to ___, the School Districts SROs did not engage in any investigation or behavior intervention of challenging behavior or conflict that escalated to violence or constituted a crime."

The Superintendent will submit the Form A reports to the Board of Education, in accordance with applicable law, including FERPA, according to a schedule to be determined by the Administration.

IX. Video Surveillance in the Suffield Public Schools

It is the goal of the School District to collaborate with the Police Department in creating a safe school community. To that end, the School District's cameras are available on live stream at the Police Department at all times. The use of the live stream by the Police Department shall only be made for the purpose of the Police Department and other law enforcement or first responders aiding in the public safety emergency response to a school facility.

In the event of a criminal investigation, the Police Department or other law enforcement agencies may request access to School District recorded video images by making a request for access to the Superintendent or his/her designee. Access may be granted by the Superintendent or other such certified administrator as designated by the Superintendent only when determined by the Superintendent to be appropriate under state and federal law. If access is granted, the Department shall abide by its policies and procedures with respect to evidence, juvenile records, and personally identifiable information.

The Superintendent or designee may disclose video images to the Department, live or recorded, which include personally identifiable student information and/or video images of School District employees and/or other persons on school property, when there is an articulable and significant threat to the health and safety of a student or other individuals, or when otherwise appropriate under state and federal law.

The Police Department shall ensure that only designated personnel shall have direct access to the live video stream from the surveillance cameras and shall develop departmental procedures regarding same. Such procedures shall contain guidelines for any disciplinary action to be assessed for unauthorized access or attempts to access by the video surveillance by Police Department personnel. The Police Department shall share such procedures and guidelines with the Superintendent of Schools.

In entering into this Agreement, the Police Department recognizes and understands that any recording made or derived from the live surveillance footage captured by the surveillance cameras is the sole property of the School District. The Police Department shall not record or store any video, still, or other types of images from the cameras' live video feed without notification to and approval by the Superintendent of Schools.

Should the Police Department wish to obtain access to or copies of video recordings derived from the surveillance cameras, the Police Department must do so in the same manner as it would to obtain access to any education or other records maintained by the School District. This may include, but is not limited to, obtaining a subpoena or filing a Freedom of Information (FOI) request. The Police Department acknowledges that any unauthorized access or attempts to access or record the surveillance cameras' live video feed in a manner not specified in this Agreement shall constitute a material breach of this Agreement.

X. Conflict

Should any term of this agreement conflict with the provisions of the Suffield Police Union's collective bargaining agreement with the Police Department, the terms of the collective bargaining agreement, not contrary to law, shall prevail.

XI. Term of Agreement

This Agreement shall become effective on the date of signature and shall remain in effect until such time as the Agreement is modified by the consent of the Parties. Notwithstanding the foregoing, this agreement shall be reviewed by the Parties every five years.

This Agreement may be terminated by both parties at any time by mutual written agreement, or by either party by providing written notice of termination to the other party by January 1st of any year, with such termination to be effective the following July 1st.

This Agreement constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms. This Agreement may be modified in writing by consent of both parties.

Chairperson - Board of Education

Date_____

Printed Name

Superintendent of Schools

Date_____

Printed Name

Chairperson - Board of Police Commissioners

Date_____

Printed Name

Chief of Police

Date_____

Printed Name

Revised: December 2023

**APPENDIX A
FORM A**

**Suffield Public Schools
School Resource Officer (SRO) Report on Investigations and Behavioral Interventions**

This form must be completed and provided to the Suffield Chief of Police within five (5) school days of conducting an investigation and/or behavioral intervention of 1) challenging behavior that escalates to violence or constitutes a crime, or 2) conflict that escalates to violence or constitutes a crime.

"Challenging behavior" means behavior that negatively impacts school climate or interferes, or is at risk of interfering, with the learning or safety of a student or the safety of a school employee.

"Investigation or behavioral intervention" means a circumstance in which a school resource officer is conducting (i) a fact-finding inquiry concerning student behavior or school safety, including, but not limited to, emergency circumstances, or (ii) an intervention to resolve violent or nonviolent student behavior or conflicts.

As noted above, the SRO must only report investigations and/or behavioral interventions of behavior and conflict that escalate to violence or constitute a crime.

Name of School Resource Officer: _____

Badge Number: _____ **School Affiliation:** _____

Investigation and/or Behavioral Intervention Information:

Date of Investigation/Intervention:

Time of Investigation/Intervention:

Location of Incident: _____

The reason for and nature of such investigation and/or behavioral intervention:

The disposition of such investigation or behavioral intervention (check all that apply):

Referral to administration for possible discipline

Restorative practices implemented

Peer mediation

Referral to student support services

Citation or summons issued

Arrest of student(s)

Search of student(s) by the SRO

Management of crisis or emergency

Other: _____

Please fill out the following section for each student involved in the investigation and/or behavioral intervention. **Do not include student names.** Identify additional students, if applicable, as "Student B," "Student C," etc. Demographic information for each student will be collected by the School District from the school's information system and shared with the SRO for the limited purpose of complying with state reporting requirements.

	Age	Gender	Race/Ethnicity (check all that apply)	Does the student have a known disability?	During the investigation and/or behavioral intervention, was the student... ,
Student A		<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Non-binary	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> Asian <input type="checkbox"/> American Indian or Alaska Native	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Searched by the SRO <input type="checkbox"/> Apprised of constitutional rights <input type="checkbox"/> Issued a citation or a summons <input type="checkbox"/> Arrested <input type="checkbox"/> Detained ¹ (if detained, note how long the student was detained: _____)
<i>Insert additional rows for Students B, C, D, as applicable</i>					

¹ Detained, for the purposes of this form, means detained by the SRO as a law enforcement action or placed under the direct supervision of the SRO by a responsible administrator.

This report was completed on: _____

By signing below, I certify that the information I have provided in this report is true and accurate to the best of my ability and recollection. I have not maintained a copy of this report and I understand that the information set forth herein is confidential and may not be redisclosed except in accordance with state and federal law.

School Resource Officer

Date _____

I, the Suffield Police Department Chief of Police, received this report on: _____. I understand that the information set forth herein is confidential and may not be redisclosed except in accordance with state and federal law.

Print

Signature

cc: Superintendent of Schools