

**Memorandum of Agreement
By and Between**

**The Darien Public Schools
and**

The Darien Police Department

Introduction:

The Darien Public Schools and the Darien Police Department share responsibility for school safety and must work together with complementary policies and procedures to ensure a safe learning environment for students. This Memorandum of Understanding is entered into by and between the Darien Public Schools (hereinafter referred to as "DPS") and the Town of Darien Police Department (hereinafter referred to as "DPD") for a School Resource Officer at both the Darien High School (hereinafter referred to as "DHS") and Middlesex Middle School (hereinafter referred to as "MMS").

The DPS and the DPD shall adhere to the principles set forth in Conn. Gen. Stat. § 10-233m, including the requirement that the DPS and the DPD employ a graduated response model for school discipline.

NOW, THEREFORE, in consideration of mutual promises and covenants herein contained, the DPS and DPD agree as follows:

- A. The duties of the School Resource Officer include:
- a. Provide a safe learning environment, help reduce school violence and school based arrests.
 - b. Improve perception of, and relations between, students, staff and law enforcement officials.
 - c. Make grade and age appropriate classroom presentations when requested by school staff on such topics as the role of police in the community, search and seizure, laws of arrest, traffic laws, crime prevention, victim's rights, community involvement and youth programs.
 - d. Guide and mentor students toward good judgment, discretion and moral standards.
 - e. The School Resource Officer will be an active member of the school Student Assistance Team.
 - f. Participate in discussions during class to establish a rapport with students.
 - g. Take appropriate law enforcement action as required by law and the Policies and Procedures of the DPD.
 - h. Notify the Building Principal or designee as soon as practical of any violations or actions that impact school discipline, order and safety.
 - i. This may include interviewing suspects or victims of criminal violations, issuing summonses and addressing traffic concerns.

- ii. Should it become necessary to conduct formal law enforcement interviews with students, the SRO shall adhere to the DPD and DPS Policies and Procedures and legal requirements with regard to such interviews.
- i. Assist other law enforcement personnel in conducting investigations when requested and required to do so.
- j. Obtain prior permission, advice and guidance from school administrators before enacting any program with the school.
- k. Provide assistance to school administrators, faculty and staff, upon request, in developing plans to include prevention and/or minimization of dangerous situations, which may result from student unrest or unauthorized intruders.
- l. Be familiar with DPS policies and regulations related to safety and student conduct and discipline issues, including the DHS or MMS Code of Conduct.
- m. Assist administrators, faculty and staff with violations of school policies at the SRO's discretion.
- n. Be familiar with and abide by all relevant school policies and regulations *except* to the extent such policies and regulations conflict with the responsibilities of a law enforcement officer.
- o. Work to develop rapport with students and a working relationship with student organizations, faculty, staff members, DPS administrators and community members.
- p. Promote respect for people and property.
- q. Coordinate efforts with campus building security personnel.
- r. Maintain detailed, accurate and up-to-date police reports as required by DPD.
- s. Attend parent, faculty, student, administration and other meetings to provide information regarding the SRO program and provide opportunities for involvement and support.
- t. Provide information regarding community programs so that proper referrals can be made and appropriate assistance accessed.
 - i. These may include mental health programs, drug treatment programs, etc.
 - ii. The SRO may make referrals to such agencies when necessary, thereby acting as a resource person to the students, staff, faculty and administration.
 - iii. The SRO may refer students to school counselors as needed. Referral guidelines are determined by school administration.
- u. Maintain confidentiality of any and all information obtained and shall not disclose the information except as provided by law or court order.
- v. Maintain confidentiality of DPS records and information in accordance with DPS policies.
- w. Refer the press to the DPS Public Information Officer and/or school administrators.
- x. SROs shall have access to student record information in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 USC 1232g.
- y. Under Section 73 of Public Act 23-167, as amended by Section 10 of Public Act 23-208, SROs must submit a report to their police chief for each investigation or behavioral intervention of challenging behavior or conflict that escalates to violence or constitutes a crime, **no later than five school days after**

conducting such investigation or behavioral intervention. The SRO's report must include: (1) the date, time and location of the investigation or behavioral intervention; (2) the name and badge number of the SRO; (3) the race, ethnicity, gender, age and disability status of each student involved; (4) the reason for and nature and disposition of the investigation or behavioral intervention; and (5) whether any involved student was (a) searched, (b) informed of their constitutional rights, (c) issued a citation or a summons, (d) arrested, or (e) detained and the length of the detainment. The law defines "investigation or behavioral intervention" as "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.

- z. The SRO shall follow DPD policies & procedures, DPS policies, and Connecticut Law regarding: (1) restraint of students, (2) use of firearms, (3) school-based arrests and (4) reporting of any investigations and behavioral interventions of challenging behavior or conflict that escalates to violence or constitutes a crime.

The Chief of Police and the Superintendent of Schools must mutually agree upon any additions or modifications to the above duties.

- B. 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.
 - a. The SRO shall not be involved in school discipline matters.
 - b. If there is a problem area, the SRO may assist the school until the problem is resolved.

C. Responsibilities of the Darien Police Department

- a. The DPD shall assign one School Resource Officer to service Darien High School.
- b. The DPD shall assign one School Resource Officer to service Middlesex Middle School.
- c. When an assigned SRO is absent while school is in-session, DPD shall assign an officer to fill the absence.
- d. The DPD shall assign the supervision of the School Resource Officers to the Detective Bureau supervisor.
- e. The DPD will train the SRO through the National Association of School Resource Officers or professionally equivalent organization.
- f. Financial funding for the position.
- g. Relevant information sharing.

D. Rights retained by the Darien Police Department

- a. The SRO shall be assigned to the school on a full time basis on those days and during those hours that the school is in regular session.
- b. During extended non-school periods, the SRO will be assigned as needed by the shift supervisor.
- c. In the event an SRO must take time off while school is in session, the SRO supervisor must authorize such time. The SRO must also notify the Building Principal or designee of the impending absence.
- d. If the SRO is absent due to illness/injury, the SRO shall notify the Darien Police Department as well as the Building Principal or designee.
- e. The SRO may be temporarily reassigned by the DPD during a law enforcement emergency or to participate in mandatory police training necessary to maintain the officer's proficiency and/or certification.

E. Qualifications of School Resource Officer

- a. The School Resource Officer will be trained through the National Association of School Resource Officers (NASRO) or professionally equivalent organization.
- b. The School Resource Officer must meet all of the following requirements:
 - i. Must have maintained the requirements necessary for employment as a police officer.
 - ii. Must be a full-time, permanent certified police officer with the DPD with a minimum of three (3) years law enforcement experience.
 - iii. Must be a volunteer for the position of SRO.
 - iv. Must agree that if voluntarily assigned for the position of SRO, he/she will not seek transfer from the position until the end of the school year.
 - v. Must be willing and able to work a 40-hour per week shift, Monday through Friday from 0700-1500 hours.
 - vi. Must be willing and able to attend some after-school functions and events throughout the school year.
 - vii. Must be approachable with good common sense and communication skills.
 - viii. Must be a positive role model with integrity, honesty and loyalty.
 - ix. Must be able to function as a counselor, teacher and Law Enforcement Officer (NASRO TRIAD approach).
 - x. Must have a good work ethic.
 - xi. Must have good judgment.
 - xii. Must have good organizational skills.
 - xiii. Must be comfortable speaking to larger audiences as required by position.

F. DPS will provide the following:

- a. A private office to conduct matters of confidential business.
- b. Access to records deemed necessary and appropriate by DPS.
- c. Internet access.
- d. Necessary office furniture.

G. Evaluation of Program

- a. Prior to each school year, the effectiveness of the SRO program will be evaluated.
- b. The parties agree to:
 - i. Convene a School/Police Evaluation Team.
 - ii. Share this agreement with a copy to all involved school and police personnel.
 - iii. Monitor implementation of the agreement.
 - iv. Collect data and assess the effectiveness of the agreement.
 - v. Modify the agreement as appropriate.

H. Employment Status of School Resource Officer

- a. The SRO shall remain an employee with the DPD and shall not be an employee of the DPS. The DPS acknowledges that the SRO is a law enforcement officer who shall uphold the law under the direction, supervision and control of the DPD. The SRO shall remain responsive to the chain of command of the DPD.
- b. The School Administrator has the rights and responsibilities to report any alleged misconduct, non-compliance with the DPS's policies or other questionable behavior on the part of the SRO to the SRO Supervisor or in his absence, the Captain of the Field Services Bureau. Such reports shall be made as soon as possible by telephone, followed immediately thereafter in written form.

I. Dismissal of School Resource Officer; Replacement

- a. In the event that the Superintendent of Schools believes the SRO is not effectively performing his/her duties and responsibilities, the Superintendent shall recommend to the Chief of Police the SRO be removed from the program and shall state the reasons therefore in writing.
- b. The Chief of Police may dismiss or reassign the SRO based on departmental rules, regulations and/or departmental directives, or when it is in the best interest of the DPD to do so.
- c. In the event of resignation, dismissal or reassignment of the SRO, or in the case of long-term absences by the SRO, the Police Department will provide a temporary replacement as practicable.

- d. The SRO may be transferred from his/her position for administrative reasons during the school year at the discretion of the Chief of Police. The SRO requesting transfer to another position must do so at the end of the school year, and said request must be in writing. Transfer decisions shall be made at the discretion of the Chief of Police.

J. Termination of Agreement

- a. **This Agreement shall be a three (3) year commitment from July 1, 2024 through June 30, 2027.** This Agreement may be terminated by the Superintendent of Schools or Chief of Police by giving ninety (90) days prior written notice to all parties that any other party failed to substantially perform in accordance with the terms and conditions of this Agreement. Any party giving one hundred eighty (180) days written notice to all other parties may terminate this Agreement without cause.

K. Good Faith

- a. The Superintendent of Schools, the Chief of Police, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. It is agreed that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties, which may arise, by good faith negotiations.

L. Modification

- a. This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purported to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the affected parties.

M. Non-Assignment

- a. This Agreement and each and every covenant herein shall not be capable of assignment except with prior consent of all parties.

N. Merger

- a. This Agreement constitutes a final written expression of all terms and conditions of this Agreement and is a complete and exclusive statement of these forms.

O. Effective Date

- a. This Agreement is effective at the beginning of the 2024-2025 school year.

P. Counterparts

- a. Counterparts may sign this Agreement and each counterpart shall be deemed an original, and all counterparts taken, as a whole shall constitute one and the same instrument.

Q. MOU Record Keeping

- a. This MOU shall be maintained in the central office of DPS, posted on the school district's website and on the website of each school in which SROs are assigned.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

BY: Allen Addeley
Superintendent of Schools

DATE: 8/12/24

BY: John P. My...
Chief of Police

DATE: 8/9/2024

RECEIVED
AUG 12 2024
FINANCE DEPT