

**MEMORANDUM OF UNDERSTANDING
RE: SOUTHBURY SCHOOL RESOURCE OFFICER
REGIONAL SCHOOL DISTRICT 15**

This Memorandum of Understanding ("MOU") is made, this 21ST day of August 2024, by and between the POMPERAUG REGIONAL SCHOOL DISTRICT 15 BOARD OF EDUCATION (hereinafter "School District"), and the TOWN OF SOUTHBURY POLICE DEPARTMENT (hereinafter "Police Department") (collectively, the "Parties") pursuant to Conn.Gen.Stat. §10-233m as follows:

WITNESSETH

WHEREAS, the Police Department agrees to provide the School District a School Resources Officer (SRO) Program in the School District; and

WHEREAS, the School District and the Police Department desire to set forth in this MOU the understanding as to the services to be performed and provided by the SRO in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

INTRODUCTION

School safety is a joint responsibility shared by schools and law enforcement. Both entities must collaborate, implementing complementary policies and procedures to support a safe learning environment for students. This document signifies the mutual understanding of the involved Parties regarding the response to non-emergency school disruptions. Its aim is to establish a uniform approach to incidents of student misbehavior, define the role of law enforcement in school disciplinary matters, and minimize the involvement of police and court agencies in addressing misconduct at school and related events. The Parties agree to the following principles upon which this MOU is founded.

1. 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 Police Department.
2. 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.
3. 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.

4. Disruptive students should receive appropriate redirection and support from in-school and community resources prior to the consideration of suspension, expulsion, involvement of the police, and referral to court or the juvenile review board.
5. Clarifying the responsibilities of school and police personnel with regard to nonemergency disruptive behavior at school and school-related events promotes the best interests of the student, the school system, law enforcement and the community at large.
6. This MOU in no way restricts, supersedes or limits Police Department requirements under state law or by department policy and procedures, nor does it limit or restrict School District obligations under federal or state law or School District policies or administrative regulations.

PURPOSE OF MOU

The purpose of this MOU is 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 District and Police Department personnel. The purpose of this MOU is also compliance with CGS §10-233m, which requires a local or regional school board that assigns a sworn police officer to a school (i.e., school resource officer) to enter into a memorandum of understanding (MOU) with the local police department that defines the officer's role and responsibilities and includes various additional elements.

ELEMENTS OF MOU

A. 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. The 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 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. The 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 Police Department unless a criminal violation has occurred. Repetitive truancy or defiance of school rules 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 administrative interventions and might include referral to a juvenile review board (JRB)

or community service or program, suspension, expulsion, referral to student support services, or referral to court. Truant behavior should not lead to an out-of-school option. Police can be involved in their role on the JRB.

Law Enforcement Intervention - When classroom, school and community options have been found ineffective, a crime has occurred, an emergency exists, or when deemed appropriate by the administration, the school should involve the Police Department, including the SRO. Involvement of the police does not necessarily mean arrest and referral to court; however, under no circumstances does any part of this entire MOU restrict, supersede or limit Police Department officers' requirements under Connecticut State Statutes or by Police Department policies and procedures. Behaviors at this level should only be those that violate 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, and 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, referral to court. In appropriate circumstances, law enforcement options may include issuance of a summons or citation or arrest.

B. Police Activity at Schools

The Parties agree that police need to follow certain protocols when on school grounds in circumstances as follows.

1. Police will act through school administrators whenever they plan any activity on school grounds.
2. Officers entering school grounds will be aware of the potential disruption of the educational process that police presence may cause.
3. In order to prioritize the safety and well-being of students, formal police interviews and arrests of any student at the High School by Police Department personnel should only be conducted when absolutely necessary. If school is in session, all such cases must be referred to the school principal for approval, unless there are extenuating circumstances that pose a risk to the safety of the student or others. This shall not prohibit the police from making onsite arrests, conducting investigations for crimes in progress at Pomperaug High School, or investigating incidents that pose an imminent threat to the safety of the student or others.
4. Prior to entering a school to conduct an investigation, arrest or search, officers will consider the necessity of such action based on:
 - a. The potential danger to persons;
 - b. The likelihood of destruction of evidence or other property;
 - c. The ability to conduct the investigation, arrest or search elsewhere.
5. When taking a student into custody:
 - a. Officers should make reasonable efforts to avoid making arrests or taking students into custody on the school premises.

- b. Whenever possible, students should be taken into custody out of sight and sound of other students.
6. The SRO will not be responsible for student discipline or enforcement of school rules, although the SRO may provide assistance to school personnel when requested.
7. All protocols and procedures identified in the adopted Region 15 Public Schools Security and Safety Plan will be implemented as described in the plan. The SRO will work through and support the school administrator, especially in non-emergency situations. The SRO and the school administrator will assume the appropriate roles as indicated by the Incident Command Structure as appropriate.

C. Cost of the SRO Program

1. The cost of the SRO Program shall be paid by the Police Department.

D. Employment of School Resource Officers

1. The SRO shall be an employee of the Police Department and shall be subject to the administration, supervision and control of the Police Department.
2. The SRO shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this MOU.
3. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO in accordance with the Town of Southbury Charter, Department Policy and Procedure, and Collective Bargaining Agreement between the Town of Southbury and Police Union.
4. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the SRO position to the Chief of Police who shall assign such officer. If the School District is dissatisfied with an SRO who has been assigned to the school, the School District may request the Chief of Police assign a different officer as the SRO for the school.
5. One SRO shall be assigned to Pomperaug High School. Additional SROs may be assigned to additional schools within the School District as mutually agreed-upon by the Parties with the understanding that periodic security reviews conducted collaboratively by the Parties may reveal the need for additional personnel or support. In the event the security review results reveal a need for additional SRO support in other School district buildings, the Parties shall mutually agree on the manner in which such support shall be provided by the Police Department.

E. Duty Hours

1. SRO duty hours shall be determined by the Police Department. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the regular school day.
2. It is understood and agreed that time spent by the SRO attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this MOU.
3. In the event an SRO is absent from work, the SRO shall notify the SRO's supervisor in the Police Department and the principal of the school to which the SRO is assigned. The Police Department will not assign another officer for a single absence.
4. In the event the assigned SRO is absent from work for an extended period of time equal to or greater than two weeks, the School District and Police Department agree to discuss a temporary replacement until the SRO returns to work. Any police officer selected as a temporary replacement shall have the training identified in this Agreement.

F. Duties of School Resource Officers

The SRO's duties will include, but not be limited to, the following:

1. To be an extension of the principal's office for assignments consistent with this MOU.
2. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating at Pomperaug High School.
3. To provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property.
4. To provide a classroom resource for law enforcement education using approved materials.
5. To be a resource for students which will enable them to be associated with a law enforcement figure in the school environment.
6. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.

7. To make appearances before parent groups, and other groups associated with the high school and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
8. 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 that are provided to certified employees of the school(s) to which the SRO is assigned. This may be provided through the District or through Police Department training.
9. The SRO will not be involved in ordinary school discipline, UNLESS it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the principal request SRO involvement, consistent with the Graduated Response Model described in subsection A.
10. If the principal believes that in a given situation or incident there is a violation of the law, the principal may request SRO involvement.
11. It will be the responsibility of the SRO to report all crimes originating at the High School. Information on cases that are worked off-campus by the Police Department or other agencies involving students will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
12. No SRO shall 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.
13. In situations not necessitating immediate attention or law enforcement intervention, the School Resource Officer (SRO) will collaborate with the building administrator to ensure safety before taking action.
14. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youths and their families. Referrals will be made when necessary.
15. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations, which might result in student unrest.
16. The SRO will coordinate all activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.

17. The SRO will wear the authorized police uniform of the day and will be identifiable as a police officer.
18. The SRO will wear their department authorized weapons and equipment in accordance with Police Department policy. The SRO is responsible for carrying such weapons or otherwise storing and securing such weapons in accordance with Police Department protocols. Such weapons shall only be used when law enforcement intervention is necessary, and only in accordance with the policies and standards of the Police Department and applicable law.

G. Chain of Command

1. As an employee of the Police Department, the SRO will be subject to the chain of command of the Police Department.
2. In the performance of their duties, the SRO shall coordinate and communicate with the principal or the principals' designee of the Pomperaug High School.

H. Transporting Students

1. The SRO shall not transport students in Police Department vehicles except: when the students are victims of a crime, under arrest, or some other emergency circumstances exist.
2. Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The SRO shall not transport students in their personal vehicles.
3. The SRO shall notify school personnel upon removing a student from the school.

I. Access to Education Records

1. The SRO/Police Department and school administrators/BOE will share information/records maintained by both agencies to the extent allowed by law, including but not limited to the Family Educational Rights and Privacy Act ("FERPA").
2. In accordance with FERPA requirements, if some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO or the Police Department that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need for the information to meet the emergency situation and the extent to which time is of the essence.

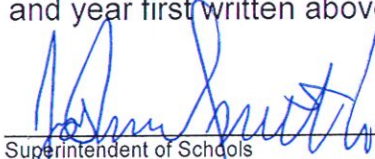
J. Reporting Investigations or Behavioral Interventions

1. For the purposes of this subsection, "investigation or behavioral intervention" means a circumstance in which a school resource officer is conducting (1) a fact-finding inquiry concerning student behavior or school safety, including, but not limited to, emergency circumstances, or (2) an intervention to resolve violent or nonviolent student behavior or conflicts.
2. An SRO shall submit to the SRO's Chief of Police a report for each investigation or behavioral intervention of challenging behavior or conflict that escalates to violence or constitutes a crime conducted by such SRO in the SRO's assigned school. Such report shall be submitted to the Chief of Police within five (5) school days after conducting such investigation or behavioral intervention. All SROs shall use and complete fully Form A, attached hereto and incorporated herein, to satisfy this reporting obligation. SROs and/or the Police Department shall not substitute Form A for their own form 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.
3. 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 District SROs did not engage in any investigation or behavior intervention of challenging behavior or conflict that escalated to violence or constituted a crime."

K. Term of MOU


The initial term of this MOU shall commence on the 21st day of August, 2024. Following the initial term, this MoU shall be automatically renewed for successive 3-year periods unless either party requests termination or modification of this MOU. This request will be made in writing.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed the day and year first written above.



Superintendent of Schools

8/21/24
Date



Chief of Police

08/21/2024
Date