

**MEMORANDUM OF AGREEMENT
BETWEEN
STAMFORD PUBLIC SCHOOLS
AND
THE CITY OF STAMFORD POLICE DEPARTMENT
REGARDING SCHOOL RESOURCE OFFICERS AND SCHOOL-BASED POLICE ACTIVITY**

This Memorandum of Agreement ("Agreement") is made this 4th day of September 2026, by and between Stamford Public Schools ("SPS") and the City of Stamford Police Department ("SPD") (collectively, the "Parties").

RECITALS

WHEREAS, SPS and SPD recognize the need for a cooperative strategy for constructively responding to incidents involving student behavior and school safety while minimizing unnecessary school-based arrests and unnecessary involvement of the juvenile justice system;

WHEREAS, SPD provides sworn police officers to serve as School Resource Officers ("SROs") in SPS schools;

WHEREAS, the Parties intend this Agreement to constitute the memorandum of understanding required by Conn. Gen. Stat. § 10-233m, as amended, concerning the role and responsibilities of SROs, daily interactions among SROs, students and school personnel, and a graduated response model for student discipline;

WHEREAS, the Parties acknowledge the reporting requirements applicable to SRO investigations and behavioral interventions under Conn. Gen. Stat. § 10-233p;

WHEREAS, the Parties intend to preserve SPS responsibility for school administration and student discipline and SPD responsibility for law enforcement functions, police supervision, deployment and personnel decisions; and

WHEREAS, the Parties desire to replace the Memorandum of Agreement executed on or about June 11, 2024, and any separate SRO agreement concerning the same subject matter, with a single integrated agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. PURPOSE AND GUIDING PRINCIPLES

- a. The purpose of this Agreement is to define the respective roles and responsibilities of SPS and SPD in connection with the SRO Program and other police activity occurring in SPS schools.
- b. The Parties recognize that the vast majority of student misconduct is best addressed through classroom, school-based, restorative, social-emotional, and community-based strategies rather than through law enforcement involvement.
- c. Responsibility for student discipline and enforcement of school rules rests primarily with SPS administrators and staff. SROs shall not be used to enforce routine school discipline.
- d. Police involvement is appropriate when necessary to address school safety, emergencies, conduct that constitutes or may constitute a crime, or other legitimate law enforcement concerns.
- e. The Parties shall employ the Graduated Response Model attached as Appendix A when addressing student conduct, consistent with applicable law and the independent legal responsibilities of SPS and SPD.
- f. Nothing in this Agreement shall be construed to require an officer to delay or refrain from taking action required by law or reasonably necessary to protect any person from an imminent threat.

2. DEFINITIONS

- a.** "School Resource Officer" or "SRO" means a sworn police officer employed by SPD who is assigned to an SPS school pursuant to this Agreement and Conn. Gen. Stat. § 10-233m.
- b.** "Routine school discipline" means enforcement of school rules or responses to student behavior that do not independently require law enforcement action, including ordinary classroom disruption, tardiness, dress-code violations, noncriminal defiance, and similar conduct.
- c.** "Investigation or behavioral intervention" has the meaning provided in Conn. Gen. Stat. § 10-233p.
- d.** "Emergency" includes circumstances presenting an actual or reasonably perceived imminent threat to the safety of students, employees, officers, visitors, or other persons, or requiring immediate law enforcement action.

3. DAILY INTERACTIONS AND ROLE OF THE SRO

- a.** SROs are expected to maintain professional, respectful, and age-appropriate interactions with students, faculty, staff, administrators, families, and community members.
- b.** SROs may develop rapport with students; serve as positive law enforcement resources; provide information concerning school and community services; participate in approved educational or prevention programs; and assist with school safety planning.
- c.** An SRO may provide assistance to SPS administrators, faculty, and staff regarding safety or security concerns, but shall not assume the role of school disciplinarian.
- d.** SROs shall coordinate, as appropriate, with SPS security personnel while remaining subject to SPD command and control.
- e.** Before initiating a non-law-enforcement program or presentation within a school, an SRO shall obtain approval from the Building Principal or designee.

4. DUTIES OF SCHOOL RESOURCE OFFICERS

- a.** Help provide a safe learning environment and work to reduce school violence and unnecessary school-based arrests.
- b.** Improve communication, trust, and working relationships among students, school personnel, families, and law enforcement.
- c.** Take appropriate law enforcement action as required by law and SPD policies and procedures.
- d.** Notify the Building Principal or designee as soon as practicable of law enforcement activity that may materially affect school discipline, order, or safety, except when disclosure is prohibited by law or would compromise an investigation or safety.
- e.** When conducting law enforcement activities involving students, including interviews, investigations, searches, issuance of citations or summonses, detention, or arrests, comply with applicable law and SPD policies and procedures and, to the extent not inconsistent with law enforcement responsibilities, applicable SPS policies.
- f.** Assist other law enforcement personnel conducting investigations when requested and required to do so.
- g.** Assist SPS, upon request, with safety planning and prevention or minimization of dangerous situations, including threats, student unrest, or unauthorized intruders.
- h.** Be familiar with SPS policies concerning safety, student conduct, and discipline, including the Code of Conduct, while recognizing that SPD policies and legal obligations govern the exercise of police authority.
- i.** Maintain detailed, accurate, and timely police reports as required by SPD and applicable law.

- j.** Serve as a resource by providing information regarding available school and community services and facilitating appropriate referrals, including mental health, substance-use treatment, counseling, youth services, and other community-based programs.
- k.** Maintain confidentiality of information and records in accordance with applicable law, court order, SPD policy, and SPS policy.
- l.** Refer media inquiries concerning SPS matters to the SPS Superintendent's Office or appropriate SPS administrator, while media inquiries concerning SPD law enforcement matters shall be handled in accordance with SPD policy.
- m.** Comply with applicable law and SPD policies and procedures concerning restraint of students, use of firearms, school-based arrests, and required reporting of investigations and behavioral interventions.

5. SCHOOL DISCIPLINE AND GRADUATED RESPONSE

- a.** SPS administrators and staff retain primary responsibility for classroom management, student discipline, and enforcement of SPS rules and policies.
- b.** An SRO shall not be involved in routine school discipline matters.
- c.** An SRO may assist where student conduct presents a safety or security concern, escalates to violence, constitutes or may constitute a crime, or otherwise requires legitimate law enforcement involvement.
- d.** When responding to student conduct, SPS and SPD shall use the Graduated Response Model in Appendix A as the preferred framework, recognizing that the circumstances of a particular incident, applicable law, and immediate safety needs may require a different response.
- e.** Nothing in the Graduated Response Model limits the lawful discretion or duties of a police officer, the authority of SPS under applicable education law, or the obligation of either Party to respond to an emergency.

6. POLICE ACTIVITY AT SCHOOLS

- a.** SPD personnel entering school grounds for non-emergency law enforcement activity should be mindful of the potential disruption to the educational environment.
- b.** When practicable and consistent with investigative and safety needs, an officer conducting non-emergency law enforcement activity at a school shall communicate with the Building Principal or designee regarding the officer's presence and general purpose.
- c.** Before conducting a non-emergency investigation, search, or arrest at a school, SPD should consider whether the activity can reasonably be conducted in a manner that reduces disruption and protects student privacy, without compromising safety, evidence, or legitimate investigative objectives.
- d.** Whenever reasonably practicable, an arrest or custodial action involving a student should be conducted away from the view of other students and in a manner that protects the student's dignity and the safety of all persons.
- e.** If a student is taken into custody from school, SPS and SPD shall coordinate parent or guardian notification as required by applicable law and policy. Nothing in this provision requires notification before police action when prior notification would be unlawful, unsafe, or inconsistent with legitimate law enforcement needs.
- f.** Emergency law enforcement activity is not subject to advance consultation requirements under this Section.

7. USE OF SCHOOL SURVEILLANCE CAMERAS AND VIDEO RECORDINGS

- a.** SPS retains ownership and administrative control of school-owned surveillance camera systems and recordings, subject to applicable law, SPS policies, and any lawful preservation obligations.
- b.** SROs and other SPD personnel may use live school surveillance camera feeds when reasonably necessary for school safety, emergency response, threat assessment, locating persons, investigating suspected criminal

activity, or other legitimate law enforcement purposes.

- c. When practicable, access to live camera feeds shall occur through SPS-authorized systems, accounts, or personnel. Nothing in this Agreement requires SPS to provide SPD with unrestricted administrative control of SPS surveillance systems or continuous remote access credentials.
- d. SPD may request access to or copies of recorded surveillance footage for a legitimate law enforcement purpose. SPS shall provide access or copies when permitted by applicable law, including the Family Educational Rights and Privacy Act (FERPA), and applicable SPS policies. In an emergency involving an imminent threat to health or safety, SPS may provide immediate access to footage to the extent permitted by law.
- e. The Parties acknowledge that the legal status of a surveillance recording depends on the circumstances under which it was created, maintained, and used. Nothing in this Agreement shall be construed to classify all school surveillance footage as either an education record or a law enforcement unit record. Any disclosure or use of footage shall be determined in accordance with applicable law.
- f. When SPD lawfully obtains a copy of surveillance footage for a law enforcement purpose, SPD shall maintain, use, preserve, disclose, and dispose of its copy in accordance with applicable law, evidentiary requirements, and SPD policies and procedures. SPS's retention or legal obligations concerning its own copy are not altered merely because SPD obtains a copy.
- g. SPS and SPD shall take reasonable measures to limit access to surveillance footage to personnel with a legitimate need for access and to protect footage from unauthorized disclosure, alteration, or dissemination.
- h. Nothing in this Section limits SPD's authority to obtain surveillance footage through consent, subpoena, search warrant, court order, or other lawful process, nor does it require SPS or SPD to delay emergency action while seeking advance administrative approval.

8. SRO REPORTING UNDER CONN. GEN. STAT. § 10-233p

- a. Each SRO shall submit to the 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 the SRO, not later than five school days after conducting the investigation or behavioral intervention.
- b. Each report shall include the information required by Conn. Gen. Stat. § 10-233p, including: (1) date, time, and location; (2) the SRO's name and badge number; (3) race, ethnicity, gender, age, and disability status for each student involved; (4) the reason for and nature of the investigation or intervention; (5) disposition; and (6) whether any student was searched, advised of constitutional rights, issued a citation or summons, arrested, or detained, including the amount of time detained.
- c. The Chief of Police shall submit such reports to the Superintendent in accordance with this Agreement and not less frequently than monthly. The Superintendent shall submit the reports to the Stamford Board of Education.
- d. The Parties shall handle reports and personally identifiable student information in accordance with applicable confidentiality and student-record laws.

9. RESPONSIBILITIES AND AUTHORITY OF SPD

- a. SPD shall determine the assignment of SROs to SPS schools in consultation with the Superintendent or designee.
- b. When an assigned SRO is absent while school is in session, SPD may assign another qualified officer to provide coverage, subject to operational needs and staffing availability.

- c. SPD shall designate a supervisor for the SRO Program and shall retain exclusive responsibility for the supervision, evaluation, direction, discipline, scheduling, deployment, transfer, reassignment, and removal of SROs.
- d. SPD may temporarily reassign an SRO for a law enforcement emergency, mandatory training, staffing need, or other legitimate departmental purpose.
- e. SPD shall provide notice to the Building Principal or designee as soon as practicable when an SRO is expected to be absent from or reassigned from a school during regular school hours.
- f. SPD shall ensure that SROs maintain the certifications and training required by applicable law and SPD policy.

10. RESPONSIBILITIES OF SPS

- a. SPS shall provide each assigned SRO with a private office or other suitable workspace for confidential business, reasonable internet access, and necessary office furniture and equipment.
- b. SPS shall provide access to student records and other information only as permitted by applicable law and SPS policy.
- c. SPS shall provide SROs, while performing their duties as SROs and during periods when assigned to be at school, access to any separate training specifically related to social-emotional learning and restorative practices provided to certified school employees pursuant to applicable law.
- d. SPS administrators may communicate concerns regarding an SRO's performance, conduct, or compliance with applicable SPS policies to the Chief of Police, the SPD-designated SRO supervisor, or their designee. Upon request, the Parties shall confer in good faith regarding such concerns.

11. SRO QUALIFICATIONS AND TRAINING

- a. Each SRO shall be a sworn, certified police officer employed by SPD.
- b. Each SRO shall maintain all certifications and qualifications required for continued employment as an SPD police officer.
- c. In making SRO assignments, SPD may consider relevant training, experience, judgment, communication skills, temperament, and the officer's ability to work effectively in a school environment.
- d. Each SRO shall receive training required by applicable law, SPD policy, and this Agreement.
- e. Nothing in this Agreement creates a minimum term of assignment, restricts SPD's authority to transfer or reassign an officer, or creates employment rights beyond those otherwise provided by law or applicable collective bargaining agreement.

12. EMPLOYMENT STATUS; SUPERVISION; REPLACEMENT

- a. Each SRO remains an employee of SPD and shall not be deemed an employee, agent, or servant of SPS for employment purposes.
- b. Each SRO remains subject to SPD's chain of command, policies, procedures, rules, regulations, and lawful orders.
- c. Nothing in this Agreement limits SPD's authority over the assignment, supervision, scheduling, leave approval, training, evaluation, discipline, transfer, reassignment, deployment, removal, or replacement of any SRO.
- d. In the event of an SRO's resignation, dismissal, reassignment, removal, or long-term absence, SPD may assign a temporary or replacement SRO, subject to operational needs and staffing availability.

13. CONFIDENTIALITY AND STUDENT RECORDS

- a. The Parties shall comply with applicable federal and state confidentiality laws, including the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and applicable Connecticut student-record laws.
- b. Nothing in this Agreement independently authorizes disclosure of an education record or personally identifiable student information to SPD. Access shall occur only when permitted by law.
- c. An SRO shall maintain the confidentiality of SPS records and information obtained through the SRO assignment except as disclosure is authorized or required by law, court order, or lawful law enforcement process.
- d. Nothing in this Section restricts SPD's lawful collection, maintenance, use, or disclosure of police records.

14. DATA COLLECTION, PROGRAM REVIEW, AND OVERSIGHT

- a. The Parties shall meet periodically, but not less than annually, to review implementation and effectiveness of the SRO Program and this Agreement.
- b. The Parties may review aggregate data concerning school-based police activity, referrals, arrests, investigations, behavioral interventions, and other mutually agreed measures, subject to applicable confidentiality requirements.
- c. The Parties may identify trends, training needs, or areas for improvement and may recommend amendments to this Agreement or Appendix A.
- d. Any data-sharing under this Section shall be conducted in a manner consistent with applicable law and shall not require disclosure of personally identifiable student information unless legally authorized.

15. GOOD FAITH COOPERATION

The Parties shall cooperate in good faith in carrying out the purposes of this Agreement and shall make reasonable efforts to resolve disputes concerning its interpretation or implementation through consultation between the Superintendent or designee and the Chief of Police or designee.

16. MODIFICATION OF DUTIES AND AGREEMENT

- a. The duties and responsibilities of SROs set forth in this Agreement may be modified only by mutual written agreement of the Chief of Police and Superintendent, or their respective authorized designees, and any modification shall be consistent with applicable law and policy.
- b. This Agreement, including its appendices, may be amended only by a written instrument executed by both Parties.

17. TERM AND TERMINATION

- a. This Agreement shall become effective upon execution by both Parties and shall remain in effect until terminated in accordance with this Section.
- b. Either Party may terminate this Agreement upon ninety (90) days' written notice to the other Party in the event of a material breach by the other Party.
- c. Either Party may terminate this Agreement without cause upon one hundred eighty (180) days' prior written notice to the other Party.
- d. The Parties may review and renew or amend this Agreement as necessary to maintain compliance with changes in applicable law.

18. NON-ASSIGNMENT

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

19. ENTIRE AGREEMENT; SUPERSESION

This Agreement, including Appendix A, constitutes the entire agreement between SPS and SPD concerning the SRO Program and school-based police activity addressed herein. Upon execution, this Agreement supersedes and replaces the Memorandum of Agreement between SPS and SPD executed on or about June 11, 2024, and any prior separate SRO agreement between the Parties concerning the same subject matter.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

21. RECORD KEEPING AND POSTING

This Agreement shall be maintained in a central location in SPS and posted on the SPS website and on the website of each school to which an SRO is assigned, in accordance with Conn. Gen. Stat. § 10-233m.

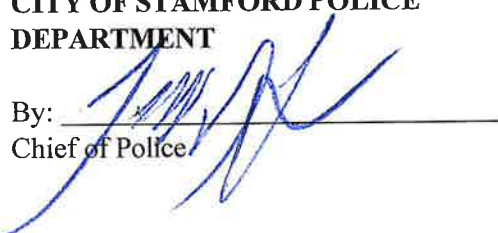
SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

STAMFORD PUBLIC SCHOOLS

By: 
Superintendent of Schools

**CITY OF STAMFORD POLICE
DEPARTMENT**

By: 
Chief of Police

APPENDIX A

GRADUATED RESPONSE MODEL

The Graduated Response Model is the preferred framework for addressing student behavior and school-based incidents. It is intended to begin with classroom and school-based interventions, move to assessment and community supports when appropriate, and involve law enforcement when conduct escalates to violence, constitutes or may constitute a crime, presents a safety concern, or otherwise requires legitimate law enforcement action. The model does not require rigid progression through each level and does not limit lawful emergency or police action.

A. CLASSROOM INTERVENTION

Classroom teachers and school staff are the first line for routine, noncriminal student behavior. Examples may include tardiness, class cuts, disruption of the educational process, leaving class without permission, noncriminal defiance, failure to attend teacher detention, disrespect of peers, offensive language, and similar classroom-rule violations.

Intervention options may include positive redirection, student choices, re-teaching expectations, parent contact, teacher detention, restorative or reflective practices, mediation, behavior plans, mentoring, and referral to appropriate school support teams.

B. SCHOOL ADMINISTRATION INTERVENTION

School administrators address more serious, repeated, or school-wide disciplinary matters that remain primarily within the educational system. Examples may include repeated disruptive behavior, bullying that does not independently require police action, truancy, smoking, school-rule violations involving prohibited substances, noncriminal threats, vandalism or theft where law enforcement involvement is not otherwise required, and other conduct appropriately handled through school discipline.

Intervention options may include parent conferences, counseling or social-work referrals, restorative practices, behavioral intervention plans, loss of school privileges, detention, restitution or community-service programs, and other consequences authorized by SPS policy and law.

C. ASSESSMENT, SERVICE PROVISION, AND COMMUNITY SUPPORT

Where a student's behavior or needs warrant additional intervention, SPS may use school and community resources, including counseling, social work, mental-health services, substance-use services, mentoring, youth-service programs, behavioral supports, and other appropriate community-based resources. The objective is to address underlying needs and, where appropriate, maintain or return the student to the school community.

D. SCHOOL SECURITY INTERVENTION

School security personnel support the establishment and maintenance of a safe educational environment and may assist SPS staff with student management and other security and safety-related tasks consistent with SPS policy. Security personnel may coordinate with SPD and SROs as appropriate, but school security personnel do not exercise police authority unless independently authorized by law.

E. LAW ENFORCEMENT INTERVENTION

Law enforcement involvement is appropriate when conduct escalates to violence, constitutes or may constitute a crime, presents an immediate or significant safety concern, or otherwise requires legitimate police action. Examples may include assault, robbery, weapons offenses, sexual assault, child abuse or neglect requiring police action, arson, serious threats, possession or sale of illegal substances, significant theft or vandalism, or other criminal conduct.

Law enforcement involvement does not necessarily require arrest. Depending on the circumstances and applicable law, police responses may include investigation, warning, referral, diversion, citation or summons, coordination with parents or school officials, referral to appropriate agencies, or arrest.

F. APPLICATION OF MODEL

- a.** The seriousness of the conduct, age and circumstances of the student, prior interventions, safety concerns, legal requirements, and the need to protect students and staff may be considered in determining the appropriate response.
- b.** Nothing in this Appendix requires SPS or SPD to exhaust lower-level interventions before responding to criminal conduct, violence, an emergency, or a significant safety concern.
- c.** SROs shall not be used as a substitute for ordinary classroom management or school discipline.
- d.** This Appendix shall be interpreted consistently with the main Agreement, applicable law, SPS policy, and SPD policy.