

**MEMORANDUM OF UNDERSTANDING  
SCHOOL RESOURCE OFFICER PROGRAM  
AT SHELTON PUBLIC SCHOOLS**

**CITY OF SHELTON POLICE DEPARTMENT  
SHELTON PUBLIC SCHOOLS**

We do hereby agree that it is mutually beneficial to all parties for Shelton Police Officers to be assigned as School Resource Officers to schools within the City of Shelton. It is understood by all parties that officers are employees of the City of Shelton Police Department

The purpose of this document is to facilitate a clear understanding of roles, duties, and responsibilities. This Memorandum of Understanding (MOU) is being set forth on this 5th day of September 2017 with full recognition that the agreement and document must be a living document to allow for program evolution and provide for some City of Shelton and Shelton Public School System variances, needs, and future changes. This MOU is being set forth to provide universal clarification of expectations, to minimize confusion, and to provide for consistency between officers, schools, principals, and directors.

**The Shelton Police Department recognizes and supports the need for safe schools and a safe learning environment for our youth.** In furtherance of that goal, the School Resource Officers shall work in partnership with School officials toward this end. The schools will provide a private office, office furnishings, and a telephone, to the SRO for his/her use in the school. The Police Department will provide any required police equipment, including radios and motorized and non-motorized vehicles, and a computer to the SROs.

# MEMORANDUM OF UNDERSTANDING SCHOOL RESOURCE OFFICER PROGRAM

## MISSION STATEMENT- SCHOOL RESOURCE OFFICER PROGRAM

*Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold students responsible for their actions and prevent individual problems from developing into patterns of delinquency.*

## SCHOOL RESOURCE OFFICER PROGRAM OBJECTIVES

1. 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, reducing and eliminating such threats, and swiftly responding to any immediate threats or breaches of security.
2. Share information concerning problems and issues affecting the schools and students.
3. Provide friendly contact between the Police Department and the City's youth and education of students regarding the role of laws, courts, and Police in society.
4. Provide educational programs and prevention activities that will increase student knowledge of the criminal justice system and respect for the law and the function of law enforcement agencies and other related topics.
5. Protect and educate students involving molestation, involvement with older law violators, and other harmful influences.
6. Address criminal activity by students through the collaborative administration of school discipline and/or referral to the criminal justice system, including the use of effective alternatives to court whenever possible.
7. Prevent and deter crime or delinquent behavior within the School Resource Officers' areas of assignment, including the possession and/or use of weapons on campus, the illegal possession, sale and/or distribution of controlled substances and alcohol, and other crimes.
8. Problem solve and liaison with neighborhoods surrounding the schools that are affected negatively by the conduct of students.

# **MEMORANDUM OF UNDERSTANDING SCHOOL RESOURCE OFFICER PROGRAM**

## **PLACEMENT OF SCHOOL RESOURCE OFFICERS**

The Town shall provide one police officer to be an SRO at the District's High School and one police officer to be an SRO to cover both the District's Intermediate School and Perry Hill School.

Any increase in the number of SROs must be discussed at a later time, if the need arises, and this Memorandum of Understanding shall be amended in writing in order to implement the changes.

The SRO shall be assigned to the schools when they are in session and as needed to accomplish the responsibilities identified in this Memorandum of Understanding.

## **SELECTION OF SCHOOL RESOURCE OFFICERS**

Officers will be selected by means of a joint selection committee, comprised of three (3) representatives from the School District who will be appointed by the Superintendent of Schools and three (3) representatives from the Police Department who will be appointed by the Chief of Police. The Selection Committee will make recommendations to the Chief of Police. While he will duly consider the Committee's recommendations, selection of each School Resource Officer is within the sole discretion of the Chief of Police.

## **REMOVAL OF SCHOOL RESOURCE OFFICERS**

The Town shall have the authority to discipline and discharge the SRO in consultation with the District. A request by the District for the discipline or removal of any SRO from a school or the program shall be made in writing to the Chief of Police.

Each officer's effectiveness in the program will be evaluated at the end of each school term. The Principal will provide input into the evaluation. This may include a recommendation to the Chief that the officer not be assigned to that school the following year. The Chief will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building, and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as a school resource officer is within the sole discretion of the Police Chief.

## **TRAINING OF SCHOOL RESOURCE OFFICERS**

The Town shall ensure that each SRO has such basic police training, shall meet all other police training requirements, and shall possess such qualifications imposed by law for Police Officers, as set forth in Section 7-294d of the Connecticut General Statutes, and as required by law of all School Resource Officers. Training shall be provided in accordance with current Board of Education and Police Department policies and regulations.

## **DISTRICT RESPONSIBILITIES**

The District shall provide the SRO with an appropriately furnished and climate controlled office space at Shelton High School, Shelton Intermediate School and Perry Hill School that can be secured and is reasonably acceptable to the Shelton

## **MEMORANDUM OF UNDERSTANDING SCHOOL RESOURCE OFFICER PROGRAM**

Police Department. This shall include but is not limited to a desk with drawers, chair, filing cabinet for files and records which can be properly locked and secured, and a telephone.

School personnel shall provide the SRO with a reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals and objectives.

School administrators shall seek input from the SRO regarding criminal justice problems relating to students and site security issues.

When school personnel discover weapons, drugs, alcohol, or the illegal contraband on school property, the SRO shall be notified as soon as reasonably possible.

School personnel shall timely notify the SRO with the names of specific individuals who are not allowed on school property.

The District shall work cooperatively with the Police Department to make any needed adjustments to the SRO program throughout the year.

The District shall provide the Police Department with updated copies of all laws, rules, regulations, and school board policies applicable to school employees, including but not limited to laws, rules, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises.

### **RESPONSIBILITY OF SCHOOL RESOURCE OFFICERS**

It should be recognized that School Resource Officers:

- (a) investigate criminal cases on or off school grounds involving Shelton Public School students, maintain order through the enforcement of local, state and federal laws, and assist in maintaining a safe learning environment in the schools;
- (b) assist school administrators with Shelton students or others who are causing disruptions or involved in criminal or illegal activity on school grounds;
- (c) assist law enforcement personnel, probation officers and social service agencies in any investigation involving a Shelton Public School student;
- (d) provide supervision on school grounds;
- (e) work with school administration in safe school planning;
- (f) participate in security checks and make recommendations to Shelton Public School officials for improving security;
- (g) act as the link between law enforcement agencies and school administration;
- (h) may serve on the local Juvenile Review Board and may be the case manager for

## MEMORANDUM OF UNDERSTANDING SCHOOL RESOURCE OFFICER PROGRAM

students attending the School;

- (i) act as an information gatherer for law enforcement agencies and juvenile officials;
- (j) deter, detect, delay and defeat any individual(s) engaging in violence against the Shelton Public Schools, its students or its staff.
- (k) assist in the traffic control during students' arrival and dismissal;
- (l) assist teachers with classroom presentations on relative topics when requested and able;
- (m) work with families, individual students and other school staff members with counseling and guidance efforts when requested and appropriate.

The SRO shall not perform tasks which are generally the sole responsibility of school personnel, including, but not limited to the following: the imposition of school discipline, or school bus monitor unless or to the extent that such monitoring duties are related to a particular security or safety issue.

### GRADUATED RESPONSE MODEL TO STUDENT DISCIPLINE

The following sets forth the roles of the parties in a "Graduated Response Model to Student Discipline."

(a) Classroom Intervention

Classroom teachers are responsible for implementing appropriate classroom management techniques prior to any other sanctions or interventions for behaviors that are passive and non-threatening. The SRO should not be involved at this level. Continued incidents of classroom behavior may lead to intervention by school administrators.

(b) School Administration intervention

Classroom intervention must be supported by school administrators who address more serious or repetitive behavior and behaviors in school but outside of the classroom.

Levels of intervention will be consistent with the Codes of Conduct and Behavioral Expectations established for each building.

(c) Assessment and Service Provision/Community Intervention

At this level, the SRO can be involved in their role with the Juvenile Review Board (JRB) or as a partner on the Service Team.

(d) Law Enforcement Intervention

The District may involve the SRO when behavior creates an emergency, a risk to public or student safety, or a violation of criminal law. Law enforcement options

## **MEMORANDUM OF UNDERSTANDING SCHOOL RESOURCE OFFICER PROGRAM**

may include verbal warnings; conferences with the student, parents, teachers and/or others; referral to the Juvenile Review Board and/or community agencies; or a referral to court.

### **SRO PROTOCOL AT SCHOOL**

The parties agree that the SRO will follow certain protocols and Police Department Operational Directives as follows:

- (a) Police officers will act in concert with school administrators, whenever possible, when they plan police activity on school grounds.
- (b) Police Officers entering school grounds will be aware of the potential disruption to the educational process that Police presence may cause.
- (c) Prior to entering a school to conduct an investigation, make an arrest, or search, 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;
  - 3) The ability to conduct the investigation, arrest, or search elsewhere.
- (d) When taking a student into custody, the SRO shall comply with Police Department Operational Directives.

### **SHARING INFORMATION – DISTRICT AND SRO**

Each SRO is expected to keep the school building administrator or his/her designee informed about law enforcement action that occurs on school property and/or may involve a student. This, of course, will occur consistent with the laws of the State of Connecticut.

School administrators will share information/records maintained by the District to the extent allowed by law.

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, District officials shall disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

### **EMPLOYMENT OF SCHOOL RESOURCE OFFICERS**

SROs are police officers assigned as Uniform Patrol Officers of the Patrol Division of the Shelton Police Department.

Each SRO is governed by the rules, policies, shifts, schedules, procedures and practices of the Shelton Police Department and the City of Shelton under the

## **MEMORANDUM OF UNDERSTANDING SCHOOL RESOURCE OFFICER PROGRAM**

supervision of an assigned Sergeant.

All costs related the employment of the SRO, his/her training, resources and equipment shall be borne by the Town.

Each SRO is governed and covered by the current Collective Labor Agreement between City of Shelton and the Shelton Police Union.

Each SRO is considered by the City of Shelton as "non-exempt" employee covered by the Fair Labor Standards Act and subject to it and the Police Union Contract for compensation and pay.

If an SRO is requested by the school administrator to work an extracurricular activity at the respective schools, which provides further opportunities for crime prevention and crime detection, the work must be approved by the assigned Police Department Supervisor and will be consistent with the FLSA and Police Union Contract. The SRO will not be used as a replacement officer for off duty/special duty assignments. It will not relieve the School District of the need to provide adequate security at special events.

All after hours work shall be approved by the SRO supervisor in advance.

Duty assignment in the summer months, when school is not in session, will be under the direction of the Police Operations Commander.

SRO's may also be required to work regular police duty assignments, at other times when school is not in session, when so directed by the Police Operations Commander;

Each SRO is expected to attend all training, meetings and appointments assigned by the Police Department. It is recognized that some of these will conflict with SRO availability at the school during normal school hours. These conflicts will be minimized as much as possible but the potential exists that such requirements will take precedence over school presence. The officer shall strive to keep the school principal or his representative informed about his/her absences and/or activities as appropriate on a need to know basis.

### **CHAIN OF COMMAND**

The SRO shall work in concert with the schools' administration, and shall coordinate activities with District officials, who may include the School Climate Specialist, Assistant Superintendent and building administrators for day-to-day goals, assignments, and instructions.

While working in the schools, the SRO shall be required to comply with the District's written policies and procedures, as provided by the Superintendent of Schools or his/her designee. However, as an employee of the Town, the SRO will be subject to the chain of command of the Police Department and the Police Department's Operational Directives.

## MEMORANDUM OF UNDERSTANDING SCHOOL RESOURCE OFFICER PROGRAM

Should the SRO's duties for the District overlap with police work, the SRO shall assume his/her core role as a Police Officer and any further action by the SRO will be at his/her discretion as a Police Officer or at the direction of the police and/or Town authorities.

### **COLLABORATION and REVIEW**

We, the undersigned, encourage team work, partnerships, cooperation and coordination between the officers, their supervisors and the school administrators and their staff, as well as with the surrounding neighborhood.

SROs, School Administration for the District and for the respective schools and the assigned Police Supervisor will meet at the beginning of each school year to determine the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly, in an effort to determine the effectiveness of the SRO program.

Quarterly meetings may be held to **assess** progress and to make adjustments as needed.

The **overall** School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly between the Shelton Police Department and Shelton Public Schools. The following areas may be used to evaluate the program and the success of established goals and objectives.

- (a) An internal survey of high school administration, faculty and student council members, primarily concerning perceptions of safety and security.
- (b) Traditional police-citizen contacts (citations, arrests, FIRs, etc.).
- (c) Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).
- (d) Surrounding neighborhood feedback and reaction to police efforts to address issues concerning the schools and students.
- (e) Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal.

This Memorandum of Understanding is effective, and shall remain in effect through unless renewed by agreement of both parties or terminated as provided herein.

### **TERMINATION OF AGREEMENT**

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



**MEMORANDUM OF UNDERSTANDING SCHOOL RESOURCE OFFICER PROGRAM**

**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.

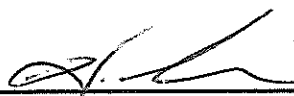
Executed this 5<sup>th</sup> day of September, 2017.

**SHELTON PUBLIC SCHOOLS**

By: 

SUPERINTENDENT

**SHELTON POLICE DEPARTMENT**

By: 

CHIEF OF POLICE