

**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 complimentary 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 for the Darien High School (hereinafter referred to as "DHS").

**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 DHS 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 classroom presentations when requested by DHS 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 DHS 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 Code of Conduct.
- m. Assist administrators, faculty and staff with violations of DPS policies at the SRO's discretion.
- n. Be familiar with and abide by all relevant DHS 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.**

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 solved.
- 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 the supervision of the School Resource Officer to the Detective Bureau supervisor.
  - c. The DPD will train the SRO through the National Association of School Resource Officers
  - d. Financial funding for the position
  - e. Relevant information sharing
- D. Right 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 Dean of Student Life 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)
  - 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 to work a 40 hour per week shift, Monday through Friday from 0700-1500 hours.

- vi. Must be willing to attend some after-school functions and events throughout the school year.
- vii. Must be approachable with good commonsense 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 are 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:
  - a. Convene a School//Police Evaluation Team
  - b. Share this agreement with a copy to all involved school and police personnel
  - c. Monitor implementation of the agreement
  - d. Collect data and assess the effectiveness of the agreement
  - e. 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

- b. 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.
- c. 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.
- d. 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.
- e. 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 the July 1, 2018 through June 30, 2021.** After the completion of the school year in 2020 this agreement can be renewed. 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.

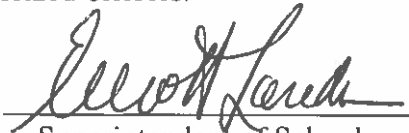
**O. Effective Date**

- a. This Agreement is effective the beginning of the 2016-2017 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.

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

BY:   
Superintendent of Schools

DATE: February 26, 2019

BY:   
Chief of Police

DATE: 2/26/2019