

AGREEMENT BETWEEN

THE NEWTOWN BOARD OF EDUCATION

AND

THE NEWTOWN DEPARTMENT OF POLICE SERVICES

FOR

THE SCHOOL RESOURCES OFFICER PROGRAM

WITNESSETH:

- A. The Newtown Board of Education (hereinafter referred to as the Board) and the Newtown Department of Police Services (hereinafter referred to as NDPS) desire to provide law enforcement and community services to the public schools of the Town of Newtown and community policing;
- B. A School Resources Officer Program has been instituted for the public school system and the Board and NDPS wishes to enhance the program; and
- C. The Board and NDPS recognize the potential outstanding benefits of the School Resources Officer Program to the citizens of the Town of Newtown and particularly to students of the public school system; and
- D. The Board and NDPS recognize the need to add a Middle School Resource Officer to the program in order to address unique social and community policing issues arising within and adjacent to the Newtown Middle School; and
- E. That limited time and resources of the present School Resource Officer creates the need to add a Middle School Resource Officer, who can devote the time needed for conflict mediation, mentoring, role modeling and other community policing strategies; and
- F. It is in the best interest of the Board, NDPS and the citizens of the Town of Newtown to establish an enhancement to the School Resource Program.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Board and NDPS hereby agree as follows:

ARTICLE I

A School Resources Officer Program has been formally established in the public school system of the Town of Newtown Connecticut by way of agreement. This agreement enhances the existing School Resources Officer Program and makes changes to the previous agreement.

ARTICLE II

RIGHTS AND DUTIES OF NDPS

1. NDPS will provide one (1) School Resources Officer (hereinafter referred to as SRO) to the Newtown High School and one (1) SRO to the Newtown Middle School.
2. The Commanding Officer of the Detective Division shall have supervisory responsibility over the SRO's.
3. The two SRO's will be herein identified as:
 - a). The High School SRO
 - b). The Middle School SRO

REGULAR DUTY HOURS OF THE SCHOOL RESOURCE OFFICER

1. The regular work week of the High School SRO will be a flexible schedule between 7:00 am and 5:00 pm, consisting of eight (8) consecutive hours per day, Monday thru Friday, during the traditional school year. The regular work week of the Middle School SRO will be a flexible schedule between 7:00 am and 5:00 pm, Monday thru Friday with the main emphasis of daily time during normal school hours. During their daily tour of duty, the SRO's may be off campus performing such tasks as may be required by their duties. The SRO may be temporarily reassigned by the Chief of Police, or his designee during school holidays and vacations, and/or during periods of police emergency.
2. Regular working hours of both SRO's may be adjusted on a situational basis with the approval of the Chief of Police, the Detective Division Commander, or the Operations Bureau Commander.

3. Nothing contained herein shall circumvent any contractual rights enjoyed by the SRO's under the terms of the Collective Bargaining Agreement between the Town and the Police Union.

DUTIES OF THE SCHOOL RESOURCE OFFICER'S

1. Both SRO's will act as instructors for specialized, short-term programs, when invited to do so by a Principal, or member of the faculty.

2. Both SRO's will teach a part of the substance abuse curriculum as a "guest speaker". The request for this shall be made by the Principal and or member of the faculty.

3. Both SRO's will coordinate their educational activities with the appropriate Principals, or educational staff designees and will seek their permission, advice and guidance prior to enacting any program within the schools. It is understood that this in no way restricts the officers' right to pursue duties that are their responsibility as Law Enforcement Officers.

4. Both SRO's will develop expertise in presenting various subjects to the students, including, but not limited to a basic understanding of the law, the role of the police officer, and the Police Department's mission.

5. Both SRO's shall encourage individual and small group discussions with students, based upon materials presented in class, to further establish rapport with the students.

6. When requested by a Principal, a SRO may attend parent/faculty meetings to solicit support and understanding of the program. These requests must take NDPS budget constraints and the SRO's work schedule into consideration.

7. Both SRO's will make themselves available for conference with students, parents and faculty members, in order to assist them with the problems of a law enforcement or crime prevention nature.

8. Both SRO's will familiarize themselves with all those community agencies which offer assistance to youths and their families, and make referrals, as needed, to such agencies.

9. Both SRO's will assist their School Principal in developing plans and strategies designed to prevent and/or minimize dangerous situations, which may occur on campus or during school-sponsored activities.

10. Should it become necessary for the officers to engage in law enforcement activities with the students, both SRO's shall adhere to NDPS Policy, legal and Constitutional Requirements.

11. Both SRO's shall take law enforcement action as they deem appropriate. As soon as practicable, the SRO shall notify the appropriate Principal of such action, however, an inability to so notify the Principal in a timely fashion, shall not be deemed cause to obviate the taking of appropriate law enforcement action. It is further understood that the law enforcement response to a criminal incident, (eg. action by a SRO or any other NDPS Sworn Law Enforcement Officer) is the responsibility of the NDPS, as the officially recognized law enforcement investigative agency within and for the Town of Newtown.

12. Both SRO's will give appropriate aid and professional assistance to other Police Officers/Agencies in matters relative to their assignments.

13. At the direction of the Detective Division Commander, either SRO may be assigned to conduct non-campus investigations relative to runaways, that attend either of the aforementioned schools.

14. Both SRO's will maintain detailed and accurate records of their SRO-related activities.

15. School Resource Officers are not to be used in the role of school disciplinarian. If a Principal believes an incident is in violation of law, the Principal will, when appropriate, contact the SRO, who shall then determine whether law enforcement action is appropriate. SRO's are not to be used as cafeteria and/or hall monitors, or other similar activities. When the SRO feels that it is appropriate, the SRO will be present in such areas, in order to make observations consistent with his/her various responsibilities.

ARTICLE III

RIGHTS AND DUTIES OF THE BOARD OF EDUCATION

The School Board shall provide to the SRO of the High School and Middle School the following materials and facilities, which are deemed necessary to the performance of the SRO's duties.

A. Access to a private office, which shall contain a telephone which may be used for general business purposes.

B. A location for files and records, which may be properly locked and secured.

C. A desk with drawers, a chair, work table, filing cabinet and office supplies.

ARTICLE IV

EMPLOYMENT STATUS OF SCHOOL RESOURCES OFFICER

School Resources Officers shall remain employees of the Newtown Department of Police Services and shall not be considered to be employees of the Newtown Board of Education. The Board and NDPS acknowledge that the SRO's shall remain in the NDPS Chain of Command.

ARTICLE V

TERMINATION OF AGREEMENT

This agreement may be terminated upon mutual consent of both parties, and such termination shall be in writing.

ARTICLE VI

GOOD FAITH

The Board, NDPS, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of Schools and Chief of Police, or their designees.

ARTICLE VII

NON-ASSIGNMENT

The agreement and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the Superintendent of Schools, the Chairman of the Police Commission and the Chief of Police is obtained.

ARTICLE VIII

This agreement supersedes the previous SRO Agreement signed by both parties, provided the Town of Newtown receives and accepts Federal funds through the "COPS in School" initiative. Otherwise, this agreement becomes null and void and the previous SRO Agreement once again becomes the governing agreement.

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

Signed, sealed and delivered in the presence of:

THE NEWTOWN BOARD OF EDUCATION



Dr. John Reed
Superintendent of Schools

THE NEWTOWN DEPARTMENT OF POLICE SERVICES



James L. ... Jr.
Chief of Police



James Reilly, Chairman
Newtown Police Commission