Agreement Between
Brookfield Board of Education
And
Brookfield Police Department
For
School Resource Officer Program

### Witnessed:

A. The Brookfield Board of Education (hereinafter referred to as the Board) and the Brookfield Police Department (hereinafter referred to as BPD) desire to provide law enforcement and community services to the public schools of the Town of Brookfield and community policing;

B. A School Resource Officer Program has been instituted for the public school system and the Board and BPD wishes to enhance the program; and

C. The Board and BPD recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of the Town of Brookfield and particularly to students of the public school system; and

D. The Board and BPD recognize the need for a School Resource Officer at the Brookfield High School and at the Whisconier Middle School in order to address unique social and community policing issues arising within and adjacent to the schools; and

E. It is in the best interest of the Board, BPD and the citizens of the town of Brookfield to establish a School Resource Officer Program.

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

### Article I

A School Resource Officer Program has been formally established in the public school system of the Town of Brookfield Connecticut by way of agreement.

### Article II

# Rights and Duties of BPD

- The BPD will provide one (1) School Resource Officer (hereinafter referred to as SRO) to the Brookfield High School, (1) SRO to the Whisconier Middle School, (1) SRO to the Huckleberry Hill Elementary School, and (1) SRO to Center Elementary School.
- 2. The Commanding Officer of the Detective Division shall have supervisory responsibility for the SRO.
- 3. The SROs will be herein identified as:
  - i. The Brookfield High School
  - ii. The Whisconier Middle School
  - iii. The Huckleberry Hill Elementary School
  - iv. The Center Elementary School

## Regular Duty Hours of the School Resource Officer

- 1. The regular workweek of the School SRO will be a flexible schedule covering times from at least one-half hour before the start of the school day to one-half hour after the scheduled close of the school day for each school, consisting of eight hours per day, Monday thru Friday, during the traditional school year. During the daily tour of duty, the SRO may be off campus performing such tasks as may be required by his/her duties. The Chief of Police or his designee may temporarily reassign the SRO during school holidays and vacations, and/or during periods of police emergency.
- 2. Regular working hours of the SRO may be adjusted on a situational basis with the approval of the Detective Division Commander or Police Department Administrative Staff.
- 3. Nothing contained herein shall circumvent any contractual rights enjoyed by the SRO under the terms of the Collective Bargaining Agreement between the Town and the Police Union.

## Duties of the School Resource Officer

- 1. The SRO will act as an instructor for specialized, short-term programs, when invited to do so by a Principal, or member of the faculty.
- The SRO will teach as part of the substance abuse curriculum as a "guest speaker". The Principal and or member of the faculty shall make the request for this.
- The SRO will coordinate their educational activities with the principal 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. The SRO 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.
- The SRO 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, an SRO may attend parent/faculty meetings to solicit support and understanding of the program. These requests must take BPD budget constraints and the SRO's work schedule into consideration.
- 7. The SRO will make him/herself available for conferences with students, parents and faculty members, in order to assist them with the problems of a law enforcement or crime prevention nature.
- 8. The SRO will familiarize him/herself with all those community agencies, which offer assistance to youths and their families, and make referrals, as needed, to such agencies.
- 9. The SRO 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 SRO to engage in law enforcement activities with the students, the SRO shall adhere to BPD policy, legal and Constitutional requirements.
- 11. The SRO shall handle juvenile and criminal matters, which develop within the school environment. The SRO may take law enforcement action as necessary. As soon as practicable, the SRO shall make the principal aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of the Law. Whenever practicable, the SRO shall advise the principal before requesting additional police assistance on campus.
- 12. The SRO shall give assistance to other police officers investigations in matters regarding student(s) and/or his/her campus whenever necessary.
- 13. The SRO shall not act as a school disciplinarian, as disciplining a student is a school responsibility. However, a SRO can make referral to the school administrator on a student who violates school policy. If the administrator believes an incident is a violation of law, the administrator may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. SROs are not to be used for regular assigned lunchroom duties, hall monitors or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is resolved.
- 14. At the direction of the Detective Division Commander, the SRO may be assigned to conduct non-campus investigations relative to runaways that attend the school.
- 15. The SRO shall maintain detailed and accurate records of the SRO-related activities and shall submit that record bi-monthly to the Detective Division commander for review.

#### Article III

# Rights and Duties of the Board of Education

The Board shall provide the SRO with 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 and computer, which may be used for general business purposes.
- A location for files and records, which may be properly locked and secured.
- C. A desk with drawers, a chair, worktable, filing cabinet and office supplies.

## Article IV

## Employment status of School Resource Officer

The School Resource Officer shall remain an employee of the Brookfield Police Department and shall not be considered to be an employee of the Brookfield Board of Education. The Board and BPD acknowledge that the SRO shall remain in the Brookfield Police Department's 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, BPD and 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 the 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 and the Chief of Police is obtained.

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 Brookfield Board of Education

Dr. John Barile Superintendent of Schools DATE 8/22/2022

Brookfield Police Department

John Puglisi

Chief of Police

DATE 8/22/2022