

MEMORANDUM OF UNDERSTANDING

Between the Central Falls Police Department and the Central Falls School District for the Calcutt Middle School School Resource Officer Program

This memorandum of understanding is made and entered this 22nd day of August, 2019, by and between THE CENTRAL FALLS POLICE DEPARTMENT and THE CENTRAL FALLS SCHOOL DISTRICT.

GOALS AND OBJECTIVES:

- Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.
- Maintain a safe and secure environment at Calcutt Middle School, which will be conducive to learning.
- Promote positive attitudes regarding the police role in the community and to inform students of their rights and responsibilities as lawful citizens.
- Utilize alternative disciplinary measures and restorative justice practices to the greatest extent possible.

A. EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICER:

1. The Central Falls Police Department agrees to provide a School Resource Officer (S.R.O) to Calcutt Middle School.
2. The School District shall fund all relevant costs exclusively for the School Resource Officer (S.R.O).
3. The Central Falls Police Department and the School District shall mutually agree upon the selection and assignment of a School Resource Officer. (S.R.O.) In the event the S.R.O. is absent from work (i.e., illness, etc.), the S.R.O. is to notify both his/her supervisor at the Police Department and the Calcutt Middle School Principal.
4. The School Resource Officer shall remain an employee of the Central Falls Police Department. The School District and the Central Falls Police Department acknowledge that the School Resource Officer remains responsive to the command of the Central Falls Police Department, yet respectful of the operations and policies governing Calcutt Middle School.
5. While at the school and in the extremely rare unavailability of a police officer-in-charge (O.I.C.), the Calcutt Principal or alternative designee shall be considered the immediate supervisor.

B. TRANSPORTING STUDENTS:

1. It is agreed that an S.R.O. shall not transport students in a vehicle except when the student(s) are a victim of a crime, are arrested, or some other emergency or unforeseen circumstance. If a transport is required, the Calcutt principal shall be notified immediately.

C. HOURS AND SPECIAL EVENTS:

1. The S.R.O. is assigned to Calcutt Middle School on a full-time basis. The S.R.O. shall be on duty at 7:30 a.m. and will complete his or her day at 3:30 p.m. During regular hours, the S.R.O. may be off campus performing such tasks as may be required by their assignment

(Court, Arrest, etc.); however, in no case shall the S.R.O. leave the Calcutt campus without first notifying the Principal and the police O.I.C. with the reason for such leave.

2. The S.R.O. shall wear his/her assigned uniform and shall inconspicuously carry his/her duty weapon while at school.
3. The S.R.O. shall make themselves available for after-school events (post 3:30 p.m.) when so requested by the Principal or his/her designee with approval of the Chief of Police or his designee. However, the School District is obligated to pay for supporting these outside activities; as such, these activities must receive prior approval for funding by the School District.
4. The S.R.O. may periodically attend the following:
 - a. Parent/Teacher Night(s); and/or
 - b. Open House; and/or
 - c. Parent Teacher Organizations and Advisory Council meetings; and/or
 - d. Board of Trustee meetings of the School District
5. Hours (beyond 40) shall be calculated at the rate of 1.5 X the number of actual hours worked; i.e., $1.5 \times 2 = 3$.
6. The S.R.O. will work the normal school calendar year. Attendance at extra-curricular activities is required and will generate compensatory time off that will be used during school vacation and school days off. All paid holidays which are included in the Collective Bargaining Agreement will be adhered to by the S.R.O. (if the holiday falls on a school day, the S.R.O. will not report to school).
7. In the event of cancellation of school (i.e., snow day, heat emergency, or any day that does not fall under the Collective Bargaining Agreement) the S.R.O. will report directly to the O.I.C.

D. DUTIES OF THE SCHOOL RESOURCE OFFICER:

1. The S.R.O. shall assist the Principal in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on the Calcutt campus.
2. The S.R.O. shall present programs on various topics to students. Subjects may include a basic understanding of law, role of law enforcement, drug awareness, bullying, etc. The S.R.O. may design special programs, (i.e., Career Academies) to facilitate this program.
3. The S.R.O. is encouraged to interact with students on an individual basis and in small groups.
4. The S.R.O. shall make himself/herself available for conferences involving teachers, parents and faculty.
5. The S.R.O. shall be familiar with agencies and resources that offer assistance to youth and their families and make referrals to agencies when necessary and after consultation with the principal.
6. The S.R.O. shall have discretionary powers to take law enforcement action when necessary and as an action of last resort.
7. The S.R.O. shall provide security for special school events or functions, such as PTA meetings, at the request of the Principal.
8. The S.R.O. will provide traffic control during the arrival and departure of students on an as-needed basis. Need is based upon law enforcement determination of actual need.
9. The S.R.O. shall contact the Calcutt Principal about his/her actions to make them aware of arrest or crime, either within the confines of the school or outside; however, within the curtilage of school grounds.

10. The S.R.O. shall notify the Principal before removing a student from school.
11. The S.R.O. can take law enforcement action against intruders and unwanted guests who appear on school property at the Principal's request.
12. The S.R.O. shall conduct investigations of crimes, which occur at Calcutt Middle School, and use other resources if needed for follow up investigations.
13. The S.R.O. will turn in weekly activity reports to the S.R.O. supervisor at the end of every week. Copies will also be submitted to the Principal.
 - a. Activity reports shall include, but not limited to, the following:
 - i. Progress reports on identified problems; and/or
 - ii. Arrests; and/or
 - iii. Police information; and/or
 - iv. Hours worked/activities attended
14. The S.R.O. shall not be used as a school disciplinarian. If the Principal believes an incident is a violation of the law, they may contact the S.R.O. to see if law enforcement action is needed.
15. The S.R.O. cannot conduct an administrative search unless the Principal or school personnel fear for their safety and request said assistance.
16. The S.R.O. cannot enforce school rules and policies unless specifically authorized to do so by the Calcutt Principal or his/her designees.

E. RIGHTS AND DUTIES OF THE SCHOOL DISTRICT:

1. The School District shall provide to the full time S.R.O. the following materials and facilities, which are deemed necessary to the performance of the S.R.O.:
 - a. Access to a properly lighted private office, when available, containing a telephone line to be used for general business purposes.
 - b. A desk with drawers, a chair, and a filing cabinet, which can be locked and secured.
 - c. Access to a computer terminal or computer hookup.
2. The Police Department will supply the officer with the usual and customary office supplies and forms required in performance of their duty.

F. DISMISSAL/REASSIGNMENT OF S.R.O.:

1. In the event the Calcutt Principal feels that the particular S.R.O. is not effectively performing his/her duties and responsibilities, the Principal shall contact the S.R.O. supervisor. Within a reasonable amount of time after receiving the information from the Principal, the S.R.O. supervisor shall advise the Chief of Police of the Principal's request. If the Chief of Police desires, the Principal and the Chief of Police, or their designees, shall meet with the S.R.O. to mediate or resolve any problems, which may exist.
2. The Chief of Police may dismiss the S.R.O. based upon the Central Falls Police Department Rules, Regulations, and General Orders.
3. The S.R.O. position at Calcutt Middle School will be reviewed annually.
4. Reassignments/transfer to other division will be made as necessary.

G. LIABILITY:

1. The provision of services under this Memorandum of Understanding is for the benefit of both parties of this Memorandum. Each party agrees to be responsible for its own liability incurred as a result of its participation in this Memorandum of Understanding. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this Memorandum of Understanding.

H. FURTHER TERMS OF MEMORANDUM OF UNDERSTANDING:

1. The term of this memorandum of understanding is one year commencing on August 22, 2019 and tentatively ending on June 26, 2020.
2. The Memorandum shall be reviewed and revised as necessary on an annual basis and prior to renewal of the succeeding year.
3. The School District shall be provided a copy of the S.R.O. training manual(s) and corresponding policies.
4. The terms of this memorandum constitute a final written expression of all the terms of this memorandum and are complete and are an exclusive statement of these terms.

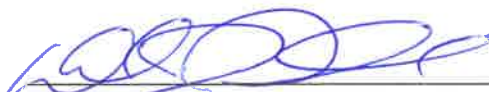
IN WITNESS WHEREOF, the parties have caused this memorandum of understanding to be signed by their duly authorized administrators.

CITY OF CENTRAL FALLS
SCHOOL DISTRICT



Dr. Stephanie Downey Toledo
Superintendent

CITY OF CENTRAL FALLS
POLICE DEPARTMENT



Colonel Daniel J. Barzykowski
Chief of Police