

Memorandum of Understanding

Between
The Town Council of Windham
and
The School Board of RSU 14
and
The Windham Police Department
for
The School Resource Officer Program

THIS AGREEMENT, made and entered into this (date), by and between the parties of THE TOWN COUNCIL OF WINDHAM, MAINE (hereinafter referred to as the "Town Council"), THE BOARD OF DIRECTORS of RSU 14, MAINE (hereinafter referred to as the "School Board"), and THE WINDHAM POLICE DEPARTMENT, (hereinafter referred to as the "Police Department"):

WITNESSED:

- A. The Town Council, School Board and the Police Department wish to provide law enforcement and related services to the public schools of Windham; and
- B. The Town Council, School Board and the Police Department recognize the outstanding benefits of the School Resource Officer Program to the citizens of Windham, Maine and particularly to the students of the Windham High School; and
- C. It is in the best interests of the Town Council, School Board, the Police Department and the citizens of the Town of Windham to maintain this program,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Town Council, School Board and the Police Department hereby agree as follows:

ARTICLE I

A School Resource Officer Program is hereby continued in the public school system of RSU 14, at the high school level, for forty-eight months from July 1, 2014 to June 30, 2018.

ARTICLE II

Rights and Duties of the Police Department

The Police Department shall provide a School Resource Officer (hereinafter referred to as “SRO”) as follows:

1. Number of School Resource Officers

- a) The Police Department shall assign one regularly employed police officer to Windham High School.
- b) The Chief of Police shall assign a full-time supervisor (sergeant) to oversee the SRO assigned above and that supervisor will perform scheduled or unscheduled visits to Windham High School. The supervisor will also be responsible for:
 - 1) Approving reports, providing leadership, training, direction, evaluation, establishing rapport with administration, and facilitating communications between the School and Police Departments.

2. Regular Duty Hours and schedule of the School Resource Officer

- a) The SRO shall be assigned to the high school on a full time basis during those hours that the school is in regular session. The SRO shall be on campus regularly. During the daily tour of duty, the SRO may be off campus performing such tasks as may be required by his/her assignments.

- b) The SRO may be temporarily reassigned by the Chief of Police or his designee during school closings, observed holidays, school vacation weeks, and during periods of police emergency.

The standard work period for the SRO shall be an average of 40 hours per week. Each school year commitment begins two weeks prior to the start of the school year and ends one week after the last student day of that school year unless prior approval has been given from the SRO Supervisor.

The SRO's duty schedule will customarily be a 5-day work week from 7:00 AM to 3:00 PM with weekends off during the school year. Adjustments to customary work hours for special circumstances may be made in advance.

- c) In the event that the SRO will be away from the school for two or more consecutive days, or if the absence is during a high needs situation or time, the police department will make every effort to fill the shift, not to supersede the emergency needs of the department. The officer covering the SRO position will assume the patrol duties of the SRO position, and is not expected to assume the daily activities of the SRO.

3. Overtime Hours for the School Resource Officer

- a) Overtime hours for the School Resource Officer that are authorized and approved by the Police Department shall be paid in accordance with the Police Department's established overtime procedures.
- b) The School Department may make special requests for the attendance of the SRO at meetings and other activities where the SRO's position may be of value for the contribution of information or security.

- c) Any request of the SRO for school events scheduled beyond the normally scheduled hours must be communicated in writing or through email through the building principal to the supervising sergeant and lieutenant. The request should state the specific knowledge or skills of the SRO that makes him/her uniquely qualified to fill this request. Final approval for the request will be made by the supervising sergeant or lieutenant.

4. Duties of the School Resource Officer

- a) The SRO's assigned school building, grounds and surroundings will be the equivalent of the SRO's patrol area, and they assume primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of school administrators or school staff shall be reported immediately to the SRO, in accordance with school policy. Any situation or incident that immediately or potentially jeopardizes or puts at risk any member(s) of the student body, or staff, including any sex or drug offenses, shall be reported to the SRO or the Police Department by the quickest possible means. Calls for service from the school that are not of an emergency nature may be held for action for the SRO upon his/her return to duty.
- b) Additional duties and responsibilities of the SRO:
 - 1. Provide law enforcement and police services to the school, school grounds, and areas adjacent to the school. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies.
 - 2. Work to prevent juvenile delinquency through close contact and positive relationships with students. In addition, the SRO shall develop crime prevention programs and conduct security inspections to deter criminal or delinquent activities. The SRO should monitor crime statistics and work

with local patrol officers and students together to design crime prevention strategies.

3. Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce School Board policies and procedures. Ensure school administrator safety by being present during school searches, which may involve weapons, controlled dangerous substances or in such cases that, the student's emotional state may present a risk to the administrator. Assist school administrators in emergency crisis planning and building security matters. Provide a course of training for school personnel in handling crisis situations which may arise at the school.
4. Be visible within the school community. Attend and participate in school functions. Build working relationships with the school's staff as well as with student and parent groups.
5. Develop and implement classes in law related education to support the educational efforts of the faculty. Work closely with teachers, designing and presenting law-related topics and the role of police in our society.
6. Work with guidance counselors and other student support staff to assist students and provide services to students involved in situations where referrals to service agencies are necessary. Assist in conflict resolution efforts.
7. Maintain detailed and accurate records of the operation of the School Resource Officer Program and shall make them available to the SRO supervisor, school administrators or superintendent as requested.
8. Give assistance to other police officers in matters regarding his/her school assignment whenever necessary. These requests must be handled in accordance with established Police Department and School Department Standard Operating Procedures.
9. Initiate interaction with students in classroom and general areas of the school building. Promote the profession of police officer and be a positive

role model. Increase the visibility and accessibility of police to the school community.

10. Be visible in high traffic areas or when there is a large concentration of students, such as during lunches, arrivals, dismissals, or assemblies.
11. Make him/herself available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or crime prevention nature.
12. Act as Truancy Officer as mandated by the State of Maine.

- c) The SRO will not be regularly assigned to duties that are those of education professionals.

ARTICLE III

Employment Status of School Resource Officer

The School Resource Officer shall remain an employee of the Police Department, and shall not be an employee of the School District. The Town Council, School Board and the Chief of Police acknowledge that the School Resource Officer shall remain responsible to the chain of command of the Police Department. In the performance of his/her duties, the SRO shall coordinate and communicate with the administrators of the high school.

Evaluation of the School Resource Officer

The annual SRO evaluation will be conducted by the supervising sergeant in accordance with the Police Department SOP. The supervising sergeant will meet monthly, or as needed, with the school administrator(s) for evaluation input, procedural reviews and information sharing.

Evaluation of the School Resource Officer Program

The program will be reviewed annually through a process involving:

- Police Department
- School District and High School
- SRO

An annual written report will be developed by June 30 of each year.

The Annual Report will include, but will not be limited to, data collected as follows:

1. The SRO will maintain a daily School Administrative Activity Log. The Log will identify activities under three basic performance standards:
 - a. Law Enforcement
 - b. Counseling
 - c. Education
2. Students, staff, and parents will be surveyed regarding their contacts with the SRO. The performance standards will be considered.
3. Students and staff will be surveyed regarding school security, safety, and their perceptions of climate as related to the performance of the SRO program.
4. The SRO, supervising sergeant and school administration will identify and collect other data that may be used to improve the SRO program.

ARTICLE IV

Appointment of the School Resource Officer

The Chief of Police shall appoint two members and the Superintendent of Schools shall appoint two members to a School Resource Officer Personnel Board, which shall have as its sole function the recruitment, interviewing and evaluation of the School Resource Officer Program. The School Resource Officer Personnel Board shall meet as necessary.

SRO applicants must meet the following requirements:

- The applicant must voluntarily apply for the position of School Resource Officer.
- The applicant must be a full time Windham Police Officer with a preferred minimum of three (3) years of full-time law enforcement service or experience.
- Additional criteria for consideration by the School Resource Officer Personnel Board are job knowledge, experience, training, education, attitude, communications skills, professional appearance and conduct, and program vision.
- The names of any applicants receiving a favorable recommendation from the School Resource Officer Personnel Board (which recommendation shall follow only upon a majority vote of the School Resource Officer Personnel Board), shall be forwarded to the Police Chief, who shall appoint a SRO from the list of those recommended.

ARTICLE V

Dismissal of School Resource Officer; Replacement

In the event the administrators of the high school feel that the SRO is not effectively performing his/her duties and responsibilities, the administrators shall request in writing, to the supervising sergeant and the lieutenant, that a mediation be held with all parties to express their concerns and to develop a plan for addressing these issues. If these or other concerns continue, or if the administrators determine at any point that the continued presence of the SRO is detrimental to the students or staff of Windham High School, then the school administration shall recommend to the Superintendent that the SRO be removed from the program at the high school and shall state the reasons therefore in writing. Within a reasonable amount of time after receiving the recommendation from the administrators, the Superintendent or his/her designee shall advise the Chief of Police or his/her designee of the administrative request. The Chief of Police or his/her

designee will meet with administration to review the issues. If the issues cannot be resolved or mediated, then the SRO shall be removed from the program at the school and a replacement shall be obtained.

In the event of the resignation, dismissal or reassignment of the SRO, or in the case of long term absences by the SRO, the Chief of Police shall provide a temporary replacement for the SRO, who will assume the patrol duties, but is not expected to assume the other daily activities of the SRO, within thirty (30) school days of receiving notice of such absence, dismissal, resignation or reassignment, if this replacement does not cause an undue hardship on the budgetary and/or staffing resources of the Windham Police Department. As soon as practicable, the School Resource Officer Personnel Board shall recommend a permanent replacement for the SRO position.

ARTICLE VI

Termination of Agreement

This agreement may be terminated by any party upon ninety (90) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement.

ARTICLE VII

Good Faith

The Town Council, School Board, the Police Department, 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 and the Chief of Police, or their designees.

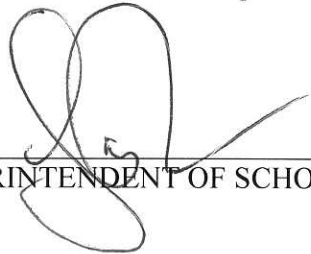
ARTICLE VIII

Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by all involved parties.

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

Signed, sealed and delivered in the presence of:

Sanford Prince 
RSU 14 SUPERINTENDENT OF SCHOOLS

12/2/17
DATE

Anthony Plante
WINDHAM TOWN MANAGER

DATE

Richard B. Lewsen Jr. 
WINDHAM CHIEF OF POLICE

12/3/2014
DATE