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## SCHOOL RESOURCE OFFICER AGREEMENT

### I. INTRODUCTION

This document expresses the agreement between the East Hartford Police Department and the Board of Education concerning the provisions of the School Resource Officer (SRO) Program. It is the intention of the East Hartford Police Department and the East Hartford Public Schools to maintain collaborative efforts to provide a safe and healthy school environment for students, staff, faculty, and visitors.

### II. GOALS AND OBJECTIVES

- Establish a positive working relationship in a cooperative effort through the School Resource Officer (SRO) program, with the intent of preventing juvenile delinquency and assisting in student development.
- Maintain a safe environment on school premises which will prove conducive to learning.
- Promote positive attitudes regarding the role of police in society.

### III. ASSIGNMENT OF SCHOOL RESOURCE OFFICER(S)

The East Hartford Police Department agrees to provide School Resource Officers to East Hartford Middle School and East Hartford High School.

### IV. COST OF THE SCHOOL RESOURCE OFFICER PROGRAM

The cost of the SRO Program shall be paid for by the East Hartford Police Department unless otherwise agreed upon by both parties.

### V. EMPLOYMENT OF SCHOOL RESOURCE OFFICERS

- SROs are employees of the East Hartford Police Department and shall be subject to the administration, supervision, and control of the East Hartford Police Department.
- The SRO shall be subject to all personnel policies, written directives, Rules and Regulations, General Orders, and current labor agreement of the East Hartford Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.

- In the event of a police department critical incident requiring available EHPD personnel, School Resource Officers can be reassigned to such emergencies in lieu of their duties under this Agreement.
- The East Hartford Police Department, in its sole discretion, shall have the power and authority to appoint, discipline, and discharge SROs.

## **VI. DUTY HOURS**

- SRO duty hours shall be determined by the East Hartford Police Department and the current labor agreement. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the standard school day.
- It is the responsibility of the SRO to notify the principal of his or her work schedule.
- In the event that an SRO is absent from work, the school will be notified. The Police Department may assign another SRO qualified officer, if available.
- It is understood and agreed that time spent by SRO's performing other duties relative to their position as a police officer shall be considered as hours worked under this agreement.

## **VII. DUTIES OF SCHOOL RESOURCE OFFICERS**

- The SRO will present topics to students on various law enforcement/safety issues.
- The SRO is a law enforcement officer with the authority to take appropriate law enforcement action when necessary.
- The SRO may conduct investigations of crimes that occur at any school and use other resources if needed for follow-up investigation.
- The SRO will follow the guidelines of case law, school board policy and the East Hartford Police Department directives in regard to investigation, interviews and searches involving students and incidents on school grounds.
- The SRO will assist the Superintendent, Principal(s), faculty, and staff in developing plans and strategies to prevent/minimize dangerous situations that may occur on school grounds which will contribute to establishing a safe learning environment.
- The SRO will complete and submit his/her Weekly Report to their supervisor. Weekly Reports will be stored on the East Hartford Police Department's secure computer network.
- The SRO will adhere to the Memorandum of Agreement Between East Hartford Public Schools and the East Hartford Police Department.
- Students may be transported in police vehicles for special programs and with the prior approval of the police department.
- The Police Department will notify the school's superintendent in the event that a student is arrested for a felony or a Class A misdemeanor offense.

## **VIII. EQUIPMENT AND FACILITIES**

- The SROs will wear the authorized Police Uniform of the Day or business casual authorized by the Chief or his designee.
- The SROs will wear their department authorized duty weapons in accordance with department policy.

- The East Hartford Police Department will supply the SRO with a designated vehicle, laptop and the usual and customary office supplies/forms required in the performance of their duty.
- SROs will be provided with the following by the school they are serving as SRO:
  - An office with a desk, direct phone line and access to Internet hookup.
  - Access to the East Hartford Public Schools records management system including access to copy public records maintained by the school to the extent allowed by law.
  - Access to confidential student record information as allowed by state and federal law if needed.

**IX. ACCESS TO EDUCATION RECORDS**

The SRO/Police and school administrators/Board of Education will share information/records maintained by both agencies to the extent allowed by law if applicable.

In accordance with FERPA requirements, if information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety.

**X. TERMS OF AGREEMENT**

This agreement shall become effective upon signature and shall remain in effect until such time as the agreement is modified by the consent of the parties. This agreement shall be reviewed on an as needed basis and will automatically be renewed for successive one-year periods, unless either party requests termination or modification of this agreement. Any requests for revisions or modifications to this agreement will be made in writing and submitted to the Chief of Police and/or Superintendent of Schools. Either party may terminate this Agreement by serving written notice upon the other party with at least thirty (30) days advance notice of such termination. The Chief of Police retains the sole authority for controlling management of the Student Resource Officer Program and officers assigned to this program. This agreement constitutes a final written expression of all terms and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties hereto, intending to cooperate with one another, have set their signatures to this document on this day.

*Nathan Quesnel*  
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 Nathan Quesnel, Superintendent of Schools

**03/29/2023**  
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 Date

*Scott Sansom*  
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 Scott M. Sansom, Chief of Police

**03/29/2023**  
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 Date



## Memorandum of Agreement Between the East Hartford Police Department and the East Hartford Public Schools



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### GRADUATED RESPONSE AGREEMENT

#### **I. INTRODUCTION**

Schools and law enforcement share responsibility for school safety and must work together with complimentary policies and procedures to ensure a safe learning environment for students. This document expresses the agreement of the parties for responding to non-emergency school disruptions. It strives to ensure a consistent response to incidents of student misbehavior, clarify the role of law enforcement in school disciplinary matters, and reduce involvement of police and court agencies for misconduct at school and school-related events.

The parties agree to the following principles upon which this agreement is founded:

- A. The vast majority of student misconduct can be best addressed through classroom and in-school strategies by maintaining a positive climate within schools rather than by involvement of the justice community.
- B. The response to school disruptions should be reasonable, consistent, and fair with appropriate consideration of relevant factors such as the age of the student and the nature and severity of the incident.
- C. Students should be held accountable for their actions through a graduated response to misconduct that provides a continuum of services and increasingly more severe sanctions for continued misbehavior.
- D. Disruptive students should receive appropriate redirection and support from in-school and community resources prior to the consideration of suspension, expulsion, involvement of the police, or referral to court.
- E. Clarifying the responsibilities of school and police personnel with regard to non-emergency disruptive behavior at school and school-related events promotes the best interests of the student, the school system, law enforcement and the community at large.

#### **II. PURPOSE OF AGREEMENT**

The purpose of this agreement is to encourage a more consistent response to school incidents and to reduce the number of referrals of students to court by establishing guidelines for the handling of non-emergency disruptive behavior at school and school-related events by school and police personnel.

### III. TERMS OF AGREEMENT

#### A. Summary of Key Points

The parties agree to:

1. Convene a School/Police Collaboration Team;
2. Share this agreement with a copy to all school and police personnel;
3. Provide necessary and regular staff training on implementation of the agreement;
4. Put into practice a graduated response to student misbehavior;
5. Monitor implementation of the agreement;
6. Collect data and assess the effectiveness of the agreement; and
7. Modify the agreement as appropriate.

#### B. Key Factors in Making Disciplinary Decisions

The parties agree that when determining consequences for students' disruptive behavior, the following factors shall be considered if information on the factors is available:

1. Age, health, and disability or special education status of the student;
2. Prior conduct and record of behavior of the student;
3. Previous interventions with the student;
4. Student's willingness to repair the harm;
5. Parents' willingness to address any identified issues; and
6. Seriousness of the incident and degree of harm caused.

The parties agree that when determining consequences for students' disruptive behavior, the following factors shall not be considered:

1. Race/ethnicity, gender, gender identity, sexual orientation, religion and national origin of the student and family; and
2. Economic status of the student and family.

#### C. Graduated Response Model

Classroom Intervention - The classroom teacher plays a prominent role in guiding, developing and reinforcing appropriate student conduct and is acknowledged as the first line in implementing the school discipline code. As such, this model begins with a range of classroom management techniques that must be implemented prior to any other sanctions or interventions. Classroom intervention is managed by the teacher for behaviors that are passive and non-threatening such as dress code violations and violations of classroom rules. School Resource Officers (SROs) should not be involved at this level. More than three incidents of the same behavior, if not in the same day, could lead to School Administrator Intervention. Classroom intervention options might include redirection, reteaching, school climate initiatives, moving seats; and the teacher should initiate parental contact.

School Administration Intervention - Classroom interventions must be supported by school administrators who address more serious or repetitive behaviors and behaviors in school but outside

of the classroom. Examples of behaviors at this level include repetitive patterns, defacing school property, truancy, threatening and unacceptable behaviors in hallways, bathrooms, courtyards and school buses. Administration intervention options might include time in the office, after school detention, loss of privilege, reparation, and/or parent conference.

Assessment and Service Provision - When the behavior and needs of the student warrant, an assessment process and intervention with the use of school and community services is appropriate. This intervention is managed by the school administrator or a student assistance team (SAT). Repetitive truancy or defiance of school rules and behaviors that interfere with others such as vandalism or harassments belong at this level as well as misbehaving students who would benefit from service provision. Assessment and service intervention options should include any Classroom or School Administration interventions and might include referral to a juvenile review board (JRB) or community service or program, suspension, expulsion or referral to court. Truant behavior should not lead to an out-of-school option. Police can be involved in their role on SATs and JRBs.

Law Enforcement Intervention - Only when classroom, school and community options have been found ineffective (or in an emergency) should the school involve the police, including the SRO. Involvement of the police does not necessarily mean arrest and referral to court. This intervention is managed by the police. Behaviors at this level must be violations of criminal law, but only after Classroom, School Administration and Assessment and Service interventions have been tried. Law enforcement options may include verbal warning; conference with the student, parents, teachers and/or others; referral to a JRB and/or community agencies; and referral to court.

## GRADUATED RESPONSE MODEL

	<b>Level 1</b> <b>Low Level Rules</b> <b>Violations &amp; Offensive</b> <b>Behaviors</b>	<b>Level 2</b> <b>Chronic Violations &amp;</b> <b>Disruptive Behaviors</b>	<b>Level 3</b> <b>Serious Disruptive</b> <b>Behaviors &amp; Safety</b> <b>Concerns</b>	<b>Level 4</b> <b>Significantly Disruptive</b> <b>Behaviors</b>
<b>Types of Behaviors</b>	<ul style="list-style-type: none"> <li>Disruptive Behavior</li> <li>Insubordination/Defiance</li> <li>Inappropriate Attire</li> <li>Inappropriate Language</li> <li>Inappropriate Displays of Affection</li> <li>Horseplay</li> <li>Tardiness</li> <li>Cutting Teacher Detention</li> <li>Forgery/Lying</li> <li>Other</li> </ul>	<ul style="list-style-type: none"> <li>Chronic Level 1 Offences (documented)</li> <li>Chronic disruptive Behavior (documented)</li> <li>Gross Insubordination</li> <li>Abusive Language directed at Staff</li> <li>Chronic Tardiness</li> <li>Cutting Administrative Detention</li> <li>Cutting Class</li> <li>Leaving School Grounds</li> <li>Harassment</li> <li>Truancy</li> <li>Other</li> </ul>	<ul style="list-style-type: none"> <li>Chronic Level 2 Offences</li> <li>Bullying</li> <li>Fighting/assault</li> <li>Smoking</li> <li>Theft</li> <li>Threats/Intimidation</li> <li>Vandalism</li> <li>Other</li> </ul>	<ul style="list-style-type: none"> <li>Alcohol/Drugs</li> <li>Weapon Possession</li> <li>Assault Resulting in Injury</li> <li>Action Resulting in Lockdown or Evacuation of Classroom or Building</li> <li>Inciting a Riot</li> <li>Multiple Level 3 Offences</li> <li>Other</li> </ul>
<b>Persons Involved in Intervention</b>	<ul style="list-style-type: none"> <li>Teacher/Team Leader</li> <li>Parent(s)/Guardian(s)</li> <li>Academic Resource Center Coordinator</li> </ul>	<u>All Previous Persons Involved plus:</u> <ul style="list-style-type: none"> <li>Guidance Counselor</li> <li>School Social Worker</li> <li>Administrator</li> <li>Community Agencies (Youth Services)</li> <li>Student Support Team</li> </ul>	<u>All Previous Persons Involved plus:</u> <ul style="list-style-type: none"> <li>Juvenile Review Board (JRB)</li> <li>School Resource Officer (SRO)</li> </ul>	<u>ALL</u>
<b>Progressive Intervention Options</b>	Classroom Level: <ul style="list-style-type: none"> <li>Redirection</li> <li>Alternate setting</li> <li>De-escalation strategy</li> <li>Parent contact</li> <li>Student/Teacher conference</li> <li>Parent/Teacher conference</li> <li>Referrals to student support personnel</li> </ul> Support Team Engagement: <ul style="list-style-type: none"> <li>File review</li> <li>Mediation</li> <li>Behavior Plan</li> <li>Behavioral Plan/Contracts/BIP/FBA</li> <li>Data collection on interventions and their effectiveness</li> </ul>	<u>All Previous Level Interventions plus:</u> <ul style="list-style-type: none"> <li>Review of previous interventions</li> <li>1 to 1 counseling</li> <li>Parent/Team conference and other parties (guidance counselor, school social worker, etc.) as deemed necessary</li> <li>Mentoring program</li> <li>School/Community Service</li> <li>Referral to Attendance Review Board</li> <li>Referral to Youth Services</li> </ul>	<u>All Previous Level Interventions plus:</u> <ul style="list-style-type: none"> <li>Review of previous interventions</li> <li>Referral to Substance Intervention Program</li> <li>Referral to Restitution/Community Service Program</li> <li>Law Enforcement Referral to Diversionary Program</li> <li>Law Enforcement Mentoring</li> <li>Law Enforcement ticket/fine</li> </ul>	<u>ALL</u>
<b>Potential Consequence Options</b>	<ul style="list-style-type: none"> <li>Verbal warning</li> <li>Written Warning</li> <li>Loss of privileges/Restricted activity</li> <li>Designated "Time Out" area</li> <li>Lunch detention</li> <li>Teacher detention</li> <li>Administrative Detention</li> </ul>	<u>All Previous Level Discipline plus:</u> <ul style="list-style-type: none"> <li>Review of previous discipline</li> <li>Saturday Detention</li> <li>Behavior Intervention or Reflection room</li> <li>In School Suspension</li> </ul>	<u>All Previous Level Discipline plus:</u> <ul style="list-style-type: none"> <li>Review of previous discipline</li> <li>Outside School Suspension</li> <li>Referral to JRB</li> <li>Expulsion referral</li> <li>Referral to SRO</li> </ul>	<u>All Previous Level Discipline plus:</u> <ul style="list-style-type: none"> <li>Review of previous discipline</li> <li>Arrest</li> <li>Expulsion</li> </ul>

**\*\*This Graduated Response Model should be used as a guide to support positive student decision making. Please note, that the options in this chart may be modified based on the context and specific needs of the student.**

#### D. Police Activity at Schools

The parties agree that police need to follow certain protocols when on school grounds in non-emergency circumstances as follows:

1. Police will act through school administrators whenever they plan any activity on school grounds
2. Officers entering school grounds will be aware of the potential disruption of the educational process that police presence may cause.
3. Prior to entering a school to conduct an investigation, arrest or search, officers will consider the necessity of such action based on:
  - a. The potential danger to persons;
  - b. The likelihood of destruction of evidence or other property;
  - c. The ability to conduct the investigation, arrest or search elsewhere.
4. When taking a student into custody:
  - a. Officers should make reasonable efforts to avoid making arrests or taking students into custody on the school premises.
  - b. Whenever possible, students should be taken into custody out of sight and sound of other students.
5. For communities with School Resource Officers, the SRO will not be responsible for student discipline or enforcement of school rules, although the SRO may provide assistance to school personnel. The SRO will work collaboratively with the school administrator to determine the goals and priorities for the SRO program and the parameters for SRO involvement in school disciplinary matters.

#### IV. DATA COLLECTION AND MONITORING

The parties agree that they will provide baseline data for comparison purposes and regularly collect, share, monitor and report data resulting from the implementation of this agreement.

*Data Collection* – on a quarterly basis, the following information will be collected.

School—number and types of disciplinary actions, numbers and demographics of students involved, referrals to police.

Police—number and types of school incidents for which police incident reports are written, police actions on incidents.

*Monitoring and Oversight* – on a regular basis and at least quarterly, parties acknowledge and agree that the School/Police Collaboration Team, composed of at least two members from each party, will meet to provide oversight of the agreement and review relevant data and analysis. At least annually, the Team will prepare a report of activities and make recommendations for improvements to the agreement and/or its implementation.



**V. DURATION AND MODIFICATION OF AGREEMENT**

This agreement shall become effective upon signature and shall remain in full force and effect until such time as the agreement is modified by the consent of the parties. The agreement may be modified at any time by amendment to the agreement.

In witness whereof, the parties hereto, intending to cooperate with one another, have set their signatures to this document on this day.

*Nathan Quesnel*

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Nathan Quesnel, Superintendent of Schools

**03/29/2023**

Date

*Scott Sansom*

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Scott M. Sansom, Chief of Police

**03/29/2023**

Date