

Memorandum of Agreement
By and Between
Waterbury Board of Education
and
Waterbury Police Department

This agreement is made and entered into by and between the City of Waterbury Police Department ("City" or "PD") and the Waterbury Board of Education (the "Board" or "BOE").

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. The School Resource Officer ("SRO") program involves the placement of sworn law enforcement officers from the Waterbury Police Department within the education environment of the Waterbury Public Schools. School Resource Officers are employees of the City of Waterbury who are contractually and operationally supervised in accordance with the applicable collective bargaining agreement and/or other policies and practices that govern sworn officers employed within the Waterbury Police Department.

This document shall set forth the role and responsibilities of School Resource Officers ("SRO") within the Waterbury Public Schools. In addition to the above, 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 and 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 and subsequent 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 goals and objectives of this agreement is to establish a positive working relationship in a cooperative manner that will serve to encourage a more consistent response to school incidents, assist in student development and to reduce the number of referrals of students directed to law enforcement and juvenile justice interventions and/or systems. These goals and objectives will be accomplished 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 the 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. Students' willingness to repair the harm.
5. Parents' willingness to address any identified issues.
6. Seriousness of the incident and degree of harm caused.

The parties agree that when determining consequences for student's 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.
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, re-teaching, 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 behaviors in hallways, bathrooms, courtyards and school buses. Administration intervention options might include counseling, time in the office, after school detention, loss of privilege, in-school or out-of-school suspension, 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. Repetitive truancy or defiance of school rules, and behaviors that interfere with others such as vandalism or harassment 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 diversion 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 student assistance teams 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, other diversion programs and/or community agencies; and referral to court.

D. Police Activity at Schools

The parties agree that SROs, as well as other Sworn Law Enforcement Officers 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, as well as others in the school community (e.g., teachers, visitors to the building).

IV. Duties and Responsibilities of School Resource Offices

- SROs will promote school community awareness of law enforcement efforts, to assure the peaceful operation of school related programs, and to build support with students. School Resource Officers, will whenever possible, participate in or attend school functions.
- SROs will counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents/guardians of the student.
- SROs will encourage individual and small group discussions about law enforcement related matters with students, faculty and parents/guardians.
- SROs will attend meetings of parent and faculty groups to solicit their support and understanding of the Police School Resource Program and to promote awareness of law enforcement functions.
- SROs will investigate criminal activity committed on or adjacent to school property.
- SROs will assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
- SROs will not function as a school disciplinarian. If the Principal or his/her designee believes an incident is a violation of the law, he/she shall contact the School Resource Officer who shall then determine whether law enforcement action is appropriate.
- SROs will abide by all applicable BOE policies.
- SROs will follow all policies and applicable law concerning interviews should it be necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the Board.
- SROs will provide security during the regular school day and for special school events or functions at the request of the Principal or his/her designee.
- SROs will serve as a member of building-based committees or groups related to safety and student resources, and will be familiar with all community agencies that offer assistance to youths and their families such as mental health clinics, drug treatment centers, emergency housing, and services related to youth and family trauma.
- The SRO may be a resource for instruction provided there is pre-approval from the District and the instruction is relevant to the Connecticut Curriculum Standards, and as long as serving as such does not take the officer away from her/his primary functions, including the function providing a safe school environment.

V. Training and Education

The parties agree to provide their respective employees with training relative to this agreement and its purposes.

VI. 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, the parties acknowledge and agree that The Chief of Police or his/her designee, the District's School Climate and Safety Coordinator, at least one (1) SRO representative assigned to the SRO program and the Superintendent of Schools or her/his designee and persons designated by the Superintendent of Schools or Chief of Police (collectively referred to as the "School/Police Collaboration Team" or "Team" 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.

VII. Duration and Modification of Agreement

This agreement shall become effective January 21, 2021 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.



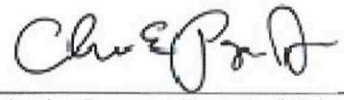
Neil M. O'Leary, Mayor

2/24/21
Date



Verna D. Ruffin, Superintendent of Schools

2-12-2021
Date



Charles Pagano, Board of Education President

3/10/2021
Date



Fernando C. Spagnolo, Chief of Police

3/10/2021
Date