School District Resource Officer Agreement

Agreement Between
the
Town of East Haddam
the
East Haddam Board of Education
the
Connecticut State Police

The School District Resource Officer Program

This agreement is made and entered into this 12th day of September, 2019, by and between the Town of East Haddam (the "Town"), the East Haddam Board of Education (the "BOE") and the Connecticut State Police (the "CSP").

I. Introduction

The School District Resource Officer (the "SDRO") Program involves the placement of a sworn law enforcement officer (the "officer") from the East Haddam Police Department within the education environment of the East Haddam Public Schools. The SDRO is an employee of the Town, who is contractually supervised operationally by the CSP in accordance with the Town's Resident Trooper agreement with the CSP. The officer assigned by the Town to serve as SDRO shall serve as a liaison between the school community and the Town/CSP to support the Superintendent of Schools and school administration in maintaining a safe and positive school environment.

Prior to the assigned officer being accepted by the BOE for the SDRO position, the officer will be interviewed by a panel that will be selected by the Chairman of the BOE or his/her designee. The officer must achieve the endorsement of at least 75% of the panel members to be considered as a recommendation to the full BOE for final approval.

The SDRO is a visible and active officer at the schools to which he/she is assigned. The SDRO may be a resource for instruction in the following areas: law related education, safety programs, alcohol and drug prevention, crime prevention and other pertinent subjects as long as it does not take the officer away from their primary function of providing a safe school environment.

Although the Town does not have an organized police department, the Board of Education(BOE), Board of Selectmen(Town) and the Connecticut State Police(CSP), who has sole operational control of the East Haddam Police contractually under the Resident Trooper agreement, shall review and agree to the principles of this agreement in its entirety.

II. 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 on school campuses which will be conducive to learning;

- Promote positive attitudes regarding the role of police officers in today's society;
- Strive 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 activities.

III. Supervision of School District Resource Officer(s)

The Town agrees to provide an SDRO within the East Haddam Board of Education system during the school year, while school is in session that will cover:

East Haddam Elementary School
Nathan Hale Ray Middle School
Nathan Hale Ray High School

The Town, in consultation with the Resident Trooper assigned to the Town, will determine officers eligible to be considered for the role and responsibilities of an SDRO. Those candidates will be forwarded to the BOE and Superintendent where the final selection of the SDRO will be made by the BOE according to the process described herein.

The SDRO shall remain an employee of the Town and shall not be an employee of the BOE. As such, the Town shall bear the costs of the SDRO program. While serving as SDRO, the SDRO will remain subject to the supervision and control of the Town/CSP. However, while acting in the capacity of an SDRO, the SDRO shall take direction from school administration with the exception that while in the performance of his/her law enforcement duties the SDRO will follow protocol established by the Town/CSP.

The school administration shall meet at least annually with the SDRO and the Town's First Selectman and the Town's assigned Resident Trooper to discuss the job performance of the SDRO. The school administration shall then submit a written report to the Town and the BOE on the SDRO.

IV. Appointment, Term and Schedule

The Town's assigned Resident State Trooper and the Superintendent of Schools will assign the SDRO's work days and shifts. During the assigned shift of the SDRO, there should be no point where the SDRO leaves the school district for any non-school related calls that do not involve immediate threat to loss of life or public safety.

V. Duties and Responsibilities of the School District Resource Officer

- Law enforcement intervention. Law enforcement intervention shall only be taken when classroom, school and community options have been found ineffective, by administration request, or in cases of emergency. Involvement of the SDRO shall not necessarily mean arrest and referral to court. This intervention is managed by the Superintendent of Schools and/or his/her designee in collaboration with the SDRO and the Town's assigned Resident Trooper. 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, but are not limited to, verbal warning; conference with the student and parent, parents, teachers and/or others; referral to a Juvenile Review Board and/or community agencies; and referral to court. If a conflict develops between the SDRO's legal responsibilities as a sworn police officer and his/her responsibilities to the school system, the SDRO's legal

responsibilities as a sworn police officer shall take precedence. However, the SDRO shall inform the Superintendent of Schools and/or his/her designee and the First Selectman and/or his/her designee of such conflict and shall work with school officials to suggest a means of avoiding future conflicts.

- The SDRO will bring to the attention of the school administration and assist in the development and implementation of plans and strategies to prevent and/or minimize dangerous situations on or near the school campus or at school activities.
- The SDRO will present topics to students on various law enforcement/safety issues when requested by the Superintendent of Schools and/or his/her designee;
- The SDRO will contact the school principal about any juvenile delinquency, incidents, charges, and arrests within a timely manner;
- The SDRO shall notify the Superintendent of Schools or his/her designee whenever any law enforcement action has been taken while performing in the role of SDRO;
- The SDRO shall maintain records as required by the Town and/or the Town's assigned Resident Trooper and as requested by the BOE for their use in evaluating and reviewing the SDRO program and this agreement;
- The SDRO will assist the Superintendent of Schools, school principals, faculty and staff to maintain a safe learning environment;
- The SDRO will abide by all applicable BOE Policies and Regulations;
- The SDRO will consult with and coordinate activities through the school principal or his/her designee;
- The SDRO will be available to students, parents and staff who freely want to discuss concerns;
- The SDRO shall be available for flexible scheduling to reasonably accommodate designated after school and evening school activities whenever possible;
- The SDRO may search a student only in those circumstances allowed by any applicable law and BOE Policy and Regulation. At no time will the SDRO direct or demand that school personnel search a student.
- The SDRO will not be responsible for student discipline or enforcement of school rules and/or Board Policies and Regulations, although the SDRO may provide assistance to school personnel in this regard when requested by the school principal. The SDRO will work collaboratively with school administrators to determine the goals and priorities for the SDRO program and the parameters. The SDRO will not be involved in school disciplinary matters except to the extent that the SDRO may be needed as a witness in disciplinary proceedings.
- As an employee of the Town and holding an authoritative position in the schools, any assigned SDRO to the East Haddam Public Schools, cannot concurrently hold a position on the BOE during his/her time as a SDRO.

VI. Uniform and Equipment of School District Resource Officer

The SDRO will wear his/her approved uniform with appropriate logos and name badges depending on the type of school activity and program and/or the request of the school or the Town. It is understood that the SDRO will carry their approved duty firearm, Taser and other Town/CSP issued equipment. The First Selectman and assigned Resident Trooper and the Superintendent of Schools shall jointly set expectations and resolve any disputes in this area.

VII. Law Enforcement Professionals/SDRO Activity at Schools

The parties agree that the assigned Resident Trooper, Town Officers/Constables, and/or the assigned SDRO ("Sworn Law Enforcement Officers") need to follow certain protocols when on school grounds in non-emergency circumstances as follows. Sworn Law Enforcement Officers will coordinate with school administrators whenever they plan any activity on school grounds. Sworn Law Enforcement Officers entering school grounds must be aware of the potential disruption of the educational process that their presence may cause. Prior to entering a school to conduct an investigation, arrest or search, Sworn Law Enforcement Officers will consider the necessity of such action based on:

- The potential danger to persons;
- The likelihood of destruction of evidence or other property;
- The ability to conduct the investigation, arrest, search elsewhere or prohibited by law.

When taking a student into custody, officers should make reasonable efforts to avoid making an arrest or taking students into custody on the school premises. Whenever possible, students should be taken into custody out of sight and sound of other students.

VIII. Duties of the East Haddam Public Schools

The East Haddam Public Schools shall provide to the SDRO the following materials and facilities which are deemed necessary to the performance of the SDRO:

- A desk with draws, a chair and a locking filing cabinet.
- Access to a computer terminal or computer hookup consistent with CSP Administrative and Operations Manual.

IX. 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 to the Superintendent of Schools.

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 Law Enforcement.

- Town-number and types of school incidents for which Law Enforcement incident reports are written, Law Enforcement actions or incidents.

Monitoring and Oversight:

On a regular basis and at least quarterly, the parties agree that a Town's First Selectman, the Resident Trooper assigned to the Town, and the Superintendent of Schools will meet to discuss the SDRO program, provide oversight of the agreement and review relevant data and analysis. At least annually, the parties will discuss improvements to the agreement and/or its implementation.

X. Dismissal of a School Resource Officer

In the event a school principal or BOE feel the SDRO assigned is not effectively performing his/her duties and responsibilities, such as documented egregious acts or incidents, they shall contact the Superintendent of Schools. Within a reasonable amount of time after the Superintendent of Schools receives this information, the Superintendent of Schools shall notify the BOE Chair, First Selectman and the assigned Resident Trooper. A meeting of the First Selectman, BOE Chair, and the Superintendent of Schools shall be conducted with the SDRO to address such concerns. An assigned team lead by the Resident Trooper and Superintendent of Schools will investigate BOE Policy & Regulation based complaint/s. All other complaints must be forwarded to Professional Standards as per CSP Policy. The Superintendent of Schools will report to the BOE the conclusion of any issue/investigation conducted regarding the SDRO. If the matter cannot be resolved, or, any investigation/complaint is found to be substantiated, the SDRO may be removed and replaced upon the request of the Superintendent of Schools and/or the BOE.

The Town and the East Haddam Public Schools agree to provide their respective employees with training relative to this agreement and its purposes. The parties agree to maintain regular and open communication to evaluate the effectiveness of this agreement and suggest improvement or adjustments that may be necessary.

XI. Term of Agreement

So long as the Town's budget allows, the SDRO Program will be continued by the Town, in consultation and agreement with the Superintendent of Schools and BOE and in accordance with the process described in this agreement. It is understood that either party may terminate this agreement voluntarily upon written notice of thirty (30) days. A request for revisions or modifications to this agreement may be made by either party in writing.

This agreement constitutes a final written expression of all terms of this agreement and is a complete and exclusive statement of those terms.

The individual(s) signing this MOU/Agreement certifies that s/he has full authority to execute the MOU/Agreement.

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

Bryan Perry, Chairman
East Haddam Board of Education

9/11/19
Date

Brian S. Reas, Superintendent
East Haddam Board of Education

9/11/2019
Date

Emmett J. Lyman, First Selectman
Town of East Haddam

9/11/19
Date

LT #037
Connecticut State Police Representative
State of Connecticut

9/12/19
Date

Rev. 9/11/2019