

**SCHOOL RESOURCE OFFICER**  
**MEMORANDUM OF UNDERSTANDING**  
*between the*  
**EAST WINDSOR PUBLIC SCHOOLS**  
*and the*  
**TOWN OF EAST WINDSOR POLICE DEPARTMENT**

This Memorandum of Understanding ("MOU" or "Agreement") is entered by and between the East Windsor Public Schools ("Schools") and the Town of East Windsor ("Town") on this 5 day of August 2021.

**WHEREAS**, in accordance with CT General Statute, Section 10-233m, the Schools and the Town agree that the Town will provide police officers whose primary responsibility will be to act as the School Resource Officer(s) ("SRO") for the Schools; and

**WHEREAS**, the Parties desire to delineate the respective duties and responsibilities of each other with respect to the Town providing SROs to the Schools;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the Parties mutually agree as follows:

**1. INTRODUCTION:**

The Schools and the Town's Police Department share responsibility for school safety and must work together with complimentary policies, directives, and procedures to ensure a safe environment for students, staff, and visitors. This document expresses the agreement of the parties for responding to non-emergency school disruptions or situations. 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.

**2. EMPLOYMENT OF SCHOOL RESOURCE OFFICER(S):**

A. The SRO shall be a sworn police officer of the Town of East Windsor and shall be subject to the administration, supervision, and control of the Town's Police Department.

B. As the employer of the SRO, the Town will be responsible for making payment of wages along with the payment of employment taxes, the maintenance of personnel files and employment records, the evaluation of the SRO's performance, the imposition of discipline, and compliance with any, and all applicable laws or Police Department directives or general orders, including but not limited to wage and hour mandates.

C. The Town shall provide a police officer to be the SRO at schools in the Town, to serve at East Windsor High School, East Windsor Middle School, and the Broad Brook Elementary School.

D. Any increase or decrease in the number of SROs must be discussed by the parties, and this memorandum of understanding shall be amended in writing in order to implement any changes.

### **3. TRAINING OF SRO:**

The Town shall ensure that the SRO has the basic police training, shall meet all other police training requirements, and shall possess such qualifications imposed by law for Police Officers, as set forth in Section 7-294d of the Connecticut General Statutes, and as required by law of all School Resource Officers. *(inclusive of Fair & Impartial Policing, Implicit Bias, Bigotry/Bias, Citizens with Special Needs, and Cultural Awareness Training)* The Town will train the SRO in nationally recognized best practices to prevent students with mental health issues from being victimized or disproportionately referred to the juvenile justice system as a result of their mental health issues.

Effective July 1, 2021, all SROs are required to complete any separate training specifically related to social-emotional learning and restorative practices provided to certified employees of the school. This will be completed by the SRO in the performance of their duties and during periods when such SROs are assigned to be at the schools. The SRO will make themselves available based on the school district's schedule or make arrangements to receive such training at a mutually agreeable time between the Police Department and the school district.

### **4. DISCIPLINE AND REMOVAL OF SRO:**

The Town shall have the authority to discipline and discharge any SRO, for just cause, in consultation with the Schools. A request by the Schools for the discipline or removal of any SRO from a school or the program shall be made in writing to the Chief of Police. Notwithstanding the foregoing, the School reserves the right to require the immediate removal of any SRO who is assigned to perform services under this Agreement who, in the School's judgment, engages in conduct that disqualifies him/her from working at the Schools, or has documented performance concerns disqualifying him/her from working within the schools, by providing the Chief of Police with written direction for such action.

**5. CHAIN OF COMMAND:**

The SRO shall work in concert with the Schools' administration and shall report to the Schools' superintendent or designee for day-to-day goals, assignments, and instructions. While working in the Schools, the SRO shall be required to comply with the Schools' written policies and procedures, as provided by the Superintendent of Schools, or her/his designee. However, as an employee of the Town, the SRO will be subject to the chain of command of the Police Department and the Police Department's Operational Directives. Should the SRO's duties for the Schools overlap with police work, the SRO shall assume his/her core role as a Police Officer and any further action by the SRO will be at his/her discretion as a Police Officer or at the direction of the police and/or Town authorities. All parties understand and agree that on rare occasions and for brief periods the SRO may be called away due from SRO duties for police emergencies impacting public safety.

**6. COST:**

All costs related to the employment of the SRO, training, resources, and equipment shall be borne by the Town.

**7. HOURS OF WORK:**

The SRO shall be assigned to the schools when they are in session and as needed to accomplish the responsibilities identified in this Memorandum of Understanding (MOU).

**8. ROLE AND RESPONSIBILITIES:**

The primary duties of the SRO is to enforce the law within the schools so as to facilitate teaching and learning, and to assist with security and order within such schools. Nothing in this Agreement shall be construed to interfere, impede, or hinder an appropriate police response or investigation to a criminal or public safety event, emergent situation, or matter. Specific duties of the SRO include, but are not limited to the following:

**A. Law Enforcement and Supervision:**

1. To be a visible, active law enforcement figure at the schools, dealing with law enforcement matters and at the request of school administration or in cases of imminent physical danger or relating to School personnel or students, at school sanctioned events;

2. Assist with students, personnel or others who are endangering the safety of others in the Schools, or who are involved in truancy or criminal or illegal activity on school grounds;
3. Investigate the criminal activity on or off school grounds involving students and others and assist other law enforcement personnel, probation officers and social service agencies in any investigation involving a student;
4. Provide supervision on school grounds or at school events;
5. Deter, detect, delay, and defeat any individual(s) engaging in threats or violence against the schools, their students or staff or others;
6. The SRO will not be responsible for student discipline related to the enforcement of school rules.
7. The SRO will work collaboratively with the district and school administrators and behavior intervention specialist(s) to determine the goals and priorities for the SRO program.

**B. Liaison and Law Enforcement Resource:**

1. Act as the liaison between law enforcement agencies and school administration;
2. Act as an information collector for law enforcement agencies and juvenile officials;
3. Participate in educational opportunities for explaining law-related topics in classroom gatherings, assemblies, and parent organization meetings;
4. Act as a positive role model and foster in students an understanding of the law and a sense of citizenship;
5. Provide students and staff with information on the law and assist students and their families in dealing with community agencies;
6. Assist with mentoring programs for students who experience chronic absenteeism;
7. Assist in orienting new staff to security procedures and protocols.

**C. Security and Safe School Planning:**

1. Work with Schools' administration in safe school planning;
2. Participate in school safety and security committees and safe school climate committees;
3. Participate in crisis response drills and security checks;
4. Make recommendations to the School administration for improving security;
5. Liaison and work with school safety and security staff as needed.

**9. CONFIDENTIALITY:**

The Town and Schools agree the SRO is deemed to be a "school official" for purposes of the Family Educational Rights and Privacy Act ("FERPA"). As such, confidential student information may be shared with the SRO to the extent that the SRO has a legitimate educational interest in the behavior or conduct of a student. The SRO shall be bound to protect the confidentiality of students and personally identifiable information consistent with the law. Notwithstanding the foregoing, records generated by the SRO in their law enforcement capacity are not "educational records" under FERPA and may be disclosed to other law enforcement officials.

**10. GRADUATED RESPONSE MODEL TO STUDENT DISCIPLINE:**

The disciplining of students is a Schools responsibility. The SRO will not be involved in ordinary school discipline unless it pertains to preventing a potential disruption or risk of harm. The Schools' administration will only involve the SRO as needed to maintain a safe environment.

The following sets forth the roles of the parties in a "Graduated Response Model to Student Discipline."

- A. **Classroom Intervention** - The classroom teacher plays a prominent role in guiding, developing, and reinforcing appropriate student conduct and is the first line in implementing the School's rules and its discipline policies. Classroom intervention is managed by the teacher. Classroom teachers are responsible for implementing appropriate classroom management techniques prior to any other sanctions or interventions for behaviors that are passive and non-threatening. The SRO should not be involved at this level. Continued incidents of classroom behavior could lead to intervention by school administrators.

**B. School Administration Intervention** - Classroom intervention must be supported by school administrators who address more serious or repetitive behavior and behaviors in school but outside of the classroom.

**C. Assessment and Service Provision/Community Intervention** - Assessment and Service Provision – When the behavior and needs of the student warrant, the student should be referred to the Service Team. At this level, the SRO can be involved in their role with the Juvenile Review Board (JRB) or as a partner on the Service Team.

**D. Law Enforcement Intervention** – The School will involve the SRO (or other law enforcement personnel) when behavior creates an emergency, a risk to public or student safety, violation of criminal law. The School may also involve the SRO (or other law enforcement personnel) in the following circumstances:

1. When classroom, school, and community options have been found to be ineffective;
2. In an emergency or event that risks public/school safety;
3. To protect the safety of the School's students, staff, visitors; or
4. To dispose of contraband.

This intervention and activity shall be managed by the police. Involvement of the police does not necessarily mean arrest/ referral to court. Law enforcement options may also include verbal warnings; conferences with the student, parents, teachers and/or others; referral to the Town of East Windsor Juvenile Review Board and/or community agencies.

#### **11. DATA COLLECTION AND MONITORING:**

**A. Data Collection** – The parties agree they will provide data for comparison purposes and regularly collect, share, monitor and report data resulting from the implementation of this agreement. The following information will be collected:

- 1) School – Numbers and types of disciplinary actions, numbers and demographics of students involved, and referrals to police.
- 2) Police – Numbers and types of school incidents for which police incident reports are written, and police actions on incidents.

**B. Monitoring and Oversight** – On a regular basis and as needed, parties acknowledge and agree that the East Windsor Public Schools and the East

Windsor Police Department will meet to provide oversight of the agreement and review relevant data and analysis. All parties agree that they will review activities and make recommendations, as required, for improvements to the agreement and/or the SRO program.

**12. POLICE ACTIVITY AT SCHOOLS:**

A. The parties agree that the police will follow certain protocols and Police Department Operational Directives as follows:

- 1) Police will act in concert with school administrators, whenever possible, when they plan police activity on school grounds.
- 2) Officers entering school grounds will be aware of the potential disruption to the educational process that a police presence may cause.
- 3) Prior to entering a school to conduct an investigation, make an arrest, or search, officers will consider, and discuss with a police supervisor, 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) If an arrest is necessary on school grounds or property, whenever possible, students should be taken into custody out of sight and sound of other students.

**13. PROGRAM TERMINATION OR SUSPENSION:**

Either party to this MOU may terminate this MOU with thirty days written notice to the other. However, in the event the Town of East Windsor fails to fund the SRO position for any given fiscal year, this MOU shall terminate immediately upon the termination of said funding. In the event the Police Department is required to lay off personnel for any reason, then at the Town's discretion, this MOU shall terminate immediately upon the effective date of said layoffs.

In the event of a police emergency requiring normal staffing levels to be modified, in lieu of termination of the program as provided for above, the Town may suspend the MOU for a period of time by providing written notice of the suspension to the Schools with the stated reason for the suspension and the anticipated period of time the suspension will be in force.

**14. DURATION AND MODIFICATION OF AGREEMENT:**

This agreement shall become effective August 12, 2021 and shall remain in full force and effect until such time as the agreement is modified or terminated, as provided for herein.



SIGNATURE PAGE

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

Christine D. Baye, Ed.D.  
Superintendent of Schools

08/04/21  
Date

CHRISTINE DEBARBE, Ed.D.

[Signature]  
Chief of Police

8/6/2021  
Date

Edward J. DeMarco Jr.

Jason E. Bowsza  
First Selectman, Town of East Windsor  
Jason E. Bowsza

8/13/21  
Date