

Memorandum of Agreement
By and Between
Windsor Locks Public Schools
and
Windsor Locks Police Department

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 between the Windsor Locks Police Department and the Windsor Locks Board of Education (hereinafter referred to as “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, 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 the Agreement

A. Summary of Key Points

The parties agree to:

1. Convene a School/Police Collaboration Team on a regular basis;
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, 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 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 and the SRBI 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 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 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.

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 consult with administration and 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. 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.

For comparison purposes, the parties agree to retrieve the above data for a year prior to the signing of the agreement and quarterly after the signing of the agreement.

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.

Evaluation - the Windsor Locks Public School building level administration, Central Office and the Windsor Locks Police Department will be jointly responsible for evaluation of the SRO in their respective buildings on an annual basis. The building administrator will schedule an end of the year evaluation meeting/discussion with the SRO and the Windsor Locks Police Chief and/or designee.

V. SRO Employment/Salary Agreement between Town of Windsor Locks and Windsor Locks Board of Education

The SRO will work a total of 183 days (or the same amount of student days plus two). The SRO's hours will align with the specific school they are assigned as follows:

WLHS 7:15 am until 2:30 pm Monday through Friday

WLMS 7:20 am until 2:35 pm Monday through Friday

South Elementary 8:00 am until 3:15 pm Monday through Friday

North Street Street 8:30 am until 3:40 pm Monday through Friday

The position of School Resource Officer remains under the direction and employment policies of the Windsor Locks Police Department and the Town of Windsor Locks. Further, for budgeting purposes, the parties will share the cost of the 1.0 School Resource Officer according to the following percentages.

High School SRO - The Windsor Locks Board of Education agrees to pay the Windsor Locks Police Department, upon receipt of an invoice for services provided, 50% of the SRO's total BASE salary (1,950 hours by contract, no overtime) within a fiscal year. The Windsor Locks Board of Education also agrees to pay the Windsor Locks Police Department, upon receipt of an invoice for services provided, 45.27% of the SRO's annual fringe benefit costs for the 23-24 school year.

All other SRO - The Windsor Locks Board of Education agrees to pay the Windsor Locks Police Department, upon receipt of an invoice for services provided, 100% of the SRO's total BASE salary (1,950 hours by contract, no overtime) within a fiscal year. The Windsor Locks Board of Education also agrees to pay the Windsor Locks Police Department, upon receipt of an invoice for services provided, 100% of the SRO's annual fringe benefit costs.

Notice of Reduction in Force

In the event that Windsor Locks Board of Education reduces in force the SRO positions, a 6 month notification will be given to the Windsor Locks Police Department.

Additional Work Schedule

The parties also agree that in the absence of the SRO for occasional sick or personal time as allowable by contract, the Board of Education will not require a substitute. When the SRO is absent for sick or personal reasons in excess of five (5) work days, a substitute may be requested and provided, at the expense of the Windsor Locks Board of Education. A substitute will be scheduled for the SRO when mandatory training is required for continued service as a police officer that is greater than one-day in length. The Windsor Locks Board of Education recognizes its obligation to pay for the services rendered by a substitute SRO for that police officer's overtime rate as the Department is unable to provide a substitute by taking an officer out of the regular on-duty rotation.

VI. General Provisions

The parties understand and agree that a police officer who is working in the capacity of an SRO is still a police officer, and as such, is required to carry a weapon, even on school grounds, in accordance with operative ethics and regulations regarding the use of firearms in the line of duty.

VII. Duration and Modification of Agreement

This agreement shall become effective 7/19/23 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.

Shawn L. Parkhurst 7/19/23

Superintendent of Schools
Shawn L. Parkhurst

Date

Sworn and subscribed before me on this 19th day of July, 2023.

Marina Pandolfi November 30, 2024
Commissioner of the Superior Court/
Notary Public

Commission Expiration Date

MARINA N. PANDOLFI
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2024

Eric Osanitsch 7/19/23
Chief of Police
Eric Osanitsch

Date

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Dennis Gragnolati

7/19/2023

Board of Education Chair
Dennis Gragnolati

Date

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(Source: Juvenile Justice Advisory Committee, Office of Policy and Management, 450 Capitol Avenue, Hartford, CT)