

## **ROCKY HILL SCHOOL RESOURCE OFFICER**

This School Resource Officer Agreement (“Agreement”) is made, this thirteenth day of October, 2023, by and between the ROCKY HILL BOARD OF EDUCATION (hereinafter “School District”), and the TOWN OF ROCKY HILL POLICE DEPARTMENT (hereinafter “Police Department”) (collectively, the “Parties”) as follows:

### **WITNESSETH:**

WHEREAS, the Police Department agrees to provide a School Resource Officer (SRO) Program in the School District; and

WHEREAS, the School District and the Police Department desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the School District; and

WHEREAS, the Parties entered into an initial agreement concerning the SRO Program on or about October 13, 2023, and the Parties now wish to update and reaffirm their relationship through this revised Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**1. Cost of the SRO Program**

A. The cost of the SRO Program shall be paid by the Police Department.

**2. Employment of School Resource Officers**

A. SROs shall be employees of the Police Department and shall be subject to the administration, supervision and control of the Police Department.

B. SROs shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.

C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.

D. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the SRO positions to the Chief of Police who shall assign such officers. If a principal is dissatisfied with an SRO who has been assigned to that principal’s school, that principal may request that the Chief of Police assign a different officer as the SRO for that school.

E. SROs shall be assigned to schools as mutually agreed-upon between the Parties, with the understanding that periodic security reviews conducted collaboratively by the Parties may reveal the need for additional personnel or support. In the event the security review results reveal a need for additional SRO support in other School district buildings, the Parties shall

mutually agree on the manner in which such support shall be provided by the Police Department.

### **3. Duty Hours**

- A. SRO duty hours shall be determined by the Police Department. Whenever possible, it is the intent of the Parties that the SROs' duty hours shall conform to the regular school day.
- B. It is understood and agreed that time spent by SROs attending training, municipal court, juvenile court, and/or criminal cases arising from employment as an SRO shall be considered as hours worked under this Agreement.
- C. In the event an SRO is absent from work, the SRO shall notify the Shift supervisor in the Police Department and email or call the principal of the school to which the SRO is assigned. The Police Department will assign another SRO qualified officer, if available, to substitute for the SRO who is absent. If another SRO-qualified officer is not available to substitute for the SRO who is absent, the Parties understand that an SRO will not be present at the designated school on that date and that the Police Department will be available to the school in the event of an emergency, as it is in the regular course of business.

### **4. Term of Agreement**

The initial term of this Agreement is for one year commencing on the thirteenth day of October, 2023, and ending on the thirteenth day of October, 2024. Following the initial term, this Agreement shall be automatically renewed for successive two-year periods unless either party requests termination or modification of this Agreement.

Such a request to terminate or modify this Agreement must be made in writing. Any modifications to this Agreement must be made in writing by mutual agreement of the Parties.

### **5. Duties of School Resource Officers**

The SRO's duties include, but are not limited to, the following:

- A. To be an extension of the principal's office for assignments consistent with this Agreement.
- B. The SRO is first and foremost a law enforcement officer. This fact must be constantly reinforced by the school building administration.
- C. To be a visible, active law enforcement figure on campus dealing with law enforcement matters originating on the assigned campus.
- D. To act as the designee of the campus administrators in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school policy violations. This includes building(s), grounds, parking lot(s), lockers and other School District property.
- E. To provide a classroom resource for law enforcement education using approved materials.
- F. To be a resource for students by enabling them to associate with a law enforcement figure in the school environment.

- G. To be a resource for teachers, parents and students for conferences dealing with individual problems or questions, particularly in the area of substance control.
- H. To make appearances before parent groups, and other groups associated with the School District and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- I. The SRO will complete, while in the performance of the SRO's duties as a school resource officer and during periods when such SRO is assigned to be at the school, any separate training specifically related to social-emotional learning and restorative practices that are provided to certified employees of the school(s) to which the SRO is assigned.
- J. The SRO will not be involved in ordinary school discipline unless it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility. The SRO will assist in student discipline-related matters when requested by school building administrators and when such involvement is necessary to maintain a safe school environment, consistent with the Graduated Response Model described in Section 6.
- K. If the principal believes that a given situation or incident gives rise to a violation of the law, the principal may request SRO involvement.
- L. It will be the responsibility of the SRO to report all crimes originating on campus to the Police Department. Connecticut General Statutes §10-233h requires the Police Department to notify the Superintendent of Schools of the school district in which a student resides or attends school when a student who is between the ages of seven and twenty-one is arrested for a felony, a class A misdemeanor, or a violation of Connecticut General Statutes 53-206c. Notice will consist of orally notifying the superintendent, not later than the end of the weekday following the arrest, of the student's identity and the offense(s) for which they were arrested, followed by written notice of the arrest, including a brief description of the incident, within 72 hours of the arrest. Copies of the police report and related documents shall not be provided to the school, except pursuant to court order.
- M. No SRO shall use physical restraint or seclusion, as defined in Conn. Gen. Stat. § 10-236b, on a student except as an emergency intervention to prevent immediate or imminent injury to the student or to others. No SRO shall use physical restraint or seclusion on a student unless the SRO has received the training required for school employees to engage in physical restraint or seclusion of students, as described in Rocky Hill Board of Education Policy and Administrative Regulations 5420. Any use of force by an SRO to restrain any student must be the least amount necessary to detain the student, reasonable in light of the totality of the circumstances, and in compliance with the Rocky Hill Board of Education Policy and Administrative Regulations 5420 and all applicable laws.
- N. Where law enforcement action is required, the SRO will, when practical, coordinate actions with the school building administrators.
- O. In accordance with School District policy, all local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and/or arrests of any student on School District property and/or during school hours shall be referred to the building principal. When making such request, SROs shall consider the necessity of such action based on the (1) potential danger to persons; (2) likelihood of destruction of evidence or

other property; and (3) ability to conduct the investigation, arrest or search elsewhere. Should an SRO need to take a student into custody or make an arrest, they shall make reasonable efforts to avoid doing so on School District property or during school hours. Whenever possible and except in the event of an emergency, students should be taken into custody out of sight and sound of other students.

- P. The SRO will be familiar with community organizations that offer supports to students and their families, including but not limited to mental health clinics, drug treatment centers, etc., that offer assistance to substance-dependent and delinquency-prone youths and their families. Referrals to such community organizations will be made by a school building administrator or designee when necessary.
- Q. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations, which might result in student unrest.
- R. The SRO will coordinate all activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- S. The SRO may be asked to provide community wide crime prevention presentations that include, but are not limited to:
- Drugs and the law - adult and juvenile;
  - Alcohol and the law - adult and juvenile;
  - Sexual assault prevention;
  - Safety programs - adult and juvenile; and
  - Assistance in other crime prevention programs as assigned.
- T. The SRO will wear the police uniform authorized by the Police Department at all times while serving as an SRO on duty. Formal business attire or business casual attire with appropriate logos and name badges may be authorized by the SRO's supervisor in the Police Department depending on the type of school activity or program and the requests of the school and/or Police Department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.
- U. The SRO will wear the duty firearm and other duty weapons authorized by the Police Department in accordance with Police Department policy. The SRO is responsible for carrying such weapons or otherwise storing and securing such weapons in accordance with Police Department protocols. Under no circumstances shall weapons be stored in a school building or on school grounds.
- V. Such duty weapons shall only be used when law enforcement intervention is necessary, and only in accordance with the policies and standards of the Police Department and applicable law.
- W. Body-worn recording equipment shall not be turned on by the SRO when carrying out educational responsibilities or engaging in typical interactions with students, staff or other members of the community while acting in the capacity of an SRO. The SRO will turn on body-worn recording equipment only when acting in a law enforcement capacity and as required by Police Department policy and in accordance with applicable law and guidelines.

The Department and Superintendent of Schools shall jointly set expectations and resolve any disputes in this area.

**6. Progressive Approach to Student Discipline (Graduated Response Model)**

The Parties agree that the School District staff and the SRO shall use a progressive approach to student discipline. The Parties acknowledge that the SRO plays an important, proactive role in educating students within the School District and being a presence in the schools, including in the classrooms; however, the SRO will become involved in student discipline only when student conduct rises to a level warranting such intervention, as described herein. When faced with challenging behavior of students and/or conflict between students, School District staff and the SRO shall attempt resolution of the behavior or conflict using the following responses:

- A. 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 process 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. SROs should not be involved in student discipline at this level. Classroom intervention options might include redirection, re-teaching, school climate initiatives, moving seats, and parent contact by the teacher.
- B. School Administration Intervention - Classroom interventions are supported by school administrators and other school staff who address more serious or repetitive behaviors and behaviors in school but outside of the classroom. Examples of behaviors at this level may include, but are not limited to, repetitive patterns, truancy, and behaviors in hallways, bathrooms, courtyards and school buses that violate the school's code of conduct. Administration intervention options might include time in the office, after school detention, loss of privilege, reparation, and/or parent conference.
- C. Assessment and Service Provision - When the behavior and needs of the student warrant, an assessment process and intervention with the use of school services may be appropriate. This intervention is managed by the school administrator or a student support team in the school. Repetitive truancy or defiance of school rules, and behaviors that interfere with others such as vandalism or harassment may be examples that 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, referral to student support services, or referral to court. Truant behavior should not lead to an out-of-school option. Police can be involved in their role on JRBs.
- D. Law Enforcement Intervention - Only when classroom, school and community options have been found ineffective, a crime has occurred, an emergency exists, or when deemed appropriate by the administration, 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. Law enforcement options may include, but are not limited to, verbal warning; conference with the student, parents, teachers and/or others, including peers; referral to a JRB and/or community agencies; referral to school administrators for possible discipline; restorative practices; and referral to court. In appropriate circumstances, law enforcement options may include issuance of a summons or citation or arrest.

**7. Reporting Investigations or Behavioral Interventions**

- A. For the purposes of this subsection, “investigation or behavioral intervention” means a circumstance in which a school resource officer is conducting (1) a fact-finding inquiry concerning student behavior or school safety, including, but not limited to, emergency circumstances, or (2) an intervention to resolve violent or nonviolent student behavior or conflicts.
- B. An SRO shall submit to the SRO’s Chief of Police a report for each investigation or behavioral intervention of challenging behavior or conflict that escalates to violence or constitutes a crime conducted by such SRO in the SRO’s assigned school. Such report shall be submitted to the Chief of Police within five (5) school days after conducting such investigation or behavioral intervention. All SROs shall use and complete fully Form A, attached hereto and incorporated herein, to satisfy this reporting obligation. SROs and/or the Police Department shall not substitute Form A for their own form and shall not submit any supplemental or additional documents in connection with Form A, unless required by law or mutually agreed-upon by the Parties in writing.
- C. On a monthly basis, the Chief of Police shall compile and provide to the Superintendent of Schools all Form A documents completed by School District SROs during the prior month. In the event there were no Form A documents completed by School District SROs during any given monthly period, the Chief of Police shall notify the Superintendent of Schools in writing as follows: “During the month period consisting of \_\_\_\_\_ to \_\_\_\_\_, the School District SROs did not engage in any investigation or behavior intervention of challenging behavior or conflict that escalated to violence or constituted a crime.”

**8. Chain of Command**

- A. As an employee of the Police Department, SROs will be subject to the chain of command of the Police Department.
- B. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principal’s designee of the school to which they are assigned.

**9. Transporting Students**

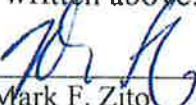
- A. SROs shall not transport students in Police Department vehicles except:
  - (1) When the students are victims of a crime, under arrest, or some other emergency circumstances exist;
  - (2) When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student’s parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and the student’s continued presence on campus is a threat to the safety and welfare of other students and school personnel; or
  - (3) When the student is an enrolled Police Explorer with the Police Department for the purposes of a Police Explorer activity.


- B. Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.
- C. SROs shall notify school personnel upon removing a student from campus.

**10. Access to Education Records**

- A. The Parties and their employees will share information/records maintained by both agencies to the extent permitted by law, including but not limited to the Family Educational Rights and Privacy Act ("FERPA").
- B. The School District shall include the SROs in training or other activities to allow the SROs to understand their obligations under FERPA.
- C. In accordance with FERPA, if information contained in a student's record is needed by an SRO or the Police Department 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 severity of the threat, the need for the information to meet the emergency situation and the extent to which time is of the essence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

By:  \_\_\_\_\_  
Dr. Mark F. Zito  
Superintendent of Schools, Rocky Hill Board of Education

By:  \_\_\_\_\_  
Chief Brian Klett  
Chief of Police, Town of Rocky Hill Police Department