

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE AVON BOARD OF EDUCATION
AND THE AVON POLICE DEPARTMENT**

School Resource Officer Program

This Memorandum of Understanding (“Agreement”) is made and entered into this 23 day of September, 2023 by and between the Avon Board of Education and the Avon Public Schools (together, the “School District”) and the Avon Police Department (“Department”).

I. Introduction

The School Resource Officer (“SRO”) Program involves the placement of a law enforcement officer within the education environment. The SRO is an employee of the Department assigned by the Department to serve as a liaison between the school community and the Department and to support the school administration and staff in maintaining a safe, secure, and positive school environment. Any individual hired by the Department to work as an SRO shall be a sworn police officer.

The Department and the School District shall review and adhere to the requirements and principles set forth in Conn. Gen. Stat. § 10-233m, including but not limited to the implementation of a graduated response model for student discipline; training related to social-emotional learning and restorative practices; and the reporting of investigations or behavioral interventions of challenging behavior or conflict that are conducted by an SRO and escalate to violence or constitute a crime.

This document expresses the agreement of the parties for responding to non-emergency school disruptions. It strives to 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.

This Agreement is founded on the following principles:

- The vast majority of student misconduct can and should be addressed through classroom and in-school strategies and by maintaining a positive school climate.
- 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.
- The School District and the SRO Program will utilize a graduated response model, described in Section VI of this Agreement, which provides increasingly more serious consequences for continued student misconduct. As such, disruptive students should receive appropriate redirection and support from in-school and community resources prior to the consideration of police involvement or court referral.

- Establishment of clear and consistent guidelines for school and police personnel with regard to non-emergency disruptive behavior at school and school-related events promotes the best interests of students, the school system, law enforcement and the community at large.

When determining consequences for a student's disruptive behavior the following factors shall not be considered: (1) the student and/or family's race, ethnicity, gender, gender identity or expression, sexual orientation, religion, national origin and/or membership in any other protected class, and/or (2) the economic status of the student and family.

II. Supervision of SROs

The Department agrees to provide two (2) SROs for the School District. The Department, in consultation and agreement with the Superintendent of Schools ("Superintendent"), will determine who will assume the role and responsibilities of the SRO. If the Department conducts interviews for the assignment to such position, the Superintendent or designee will be invited to attend the interviews.

Each SRO shall remain an employee of the Department and shall not be an employee of the School District. As such, the Department agrees to provide fully uniformed and armed SROs to the School District, and the Department shall bear the costs of the SRO Program during school days when the SRO is present in the schools, except as otherwise provided in Section XI. The Department agrees to fund and provide all required, as well as advanced, ongoing training to ensure SROs are current in best law enforcement practices. Whenever possible, such training will take place when school is not in session.

The School District acknowledges that the SRO will remain subject to the administration, supervision and control of the Department. However, while acting in the capacity of an SRO, the SRO shall take direction from the Superintendent or designee with the exception that, while in the performance of law enforcement duties, the SRO will follow protocols established by the Department and its Chief of Police.

Except as provided in Section XII of this Agreement, the Superintendent or designee shall meet annually in June or July with the SRO and the Chief of Police for the Department to discuss the job performance of the SRO. The school administration shall then submit a written report to the Department regarding the SRO's job performance.

III. Appointment, Term, and Schedule

An SRO will be appointed by the Department to various schools within the School District, after consultation and upon agreement with the Superintendent. The Department, in partnership with the Superintendent of Schools, will assign each SRO's workdays and shifts. The SRO's duty hours shall, whenever possible, conform to the school day.

In the performance of their duties, SROs shall coordinate and communicate with school administration. It is understood and agreed that in the event of an emergency in the community,

an SRO may be ordered by the Department to leave school during normal duty hours and to perform other services for the Department.

In the event an SRO must be absent from work, the SRO shall notify the Department supervisor and the school principal(s) at the building(s) to which the SRO is assigned. At the principal's request, the Department will assign another SRO, if available, to substitute for the absent SRO.

The School District shall contact the SRO's supervisor at the Department to request SRO attendance at after-school and evening school activities. If such attendance requires overtime, it shall be subject to approval by the Superintendent of Schools and the SRO's supervisor at the Department.

IV. Uniform and Equipment

The SRO will wear the SRO's approved uniform with appropriate logos and name badges depending on the type of school activity and program and/or the request of the school principal(s) at the building(s) to which the SRO is assigned. It is understood that the SRO will carry a Department-approved duty firearm and other Department-issued equipment.

The SRO is responsible for carrying such equipment or otherwise storing and securing such equipment, including firearms and ammunition, in accordance with police protocols. Such duty firearm and other Department-issued equipment shall only be used when law enforcement intervention is necessary and then shall only be used in accordance with the policies and standards of the Department and applicable law.

Body-worn recording equipment shall not be turned on by the SRO while acting in the capacity of an SRO with respect to educational responsibilities or typical interactions with students, staff, or other members of the public in the school setting. The SRO will use Department-issued body-worn recording equipment only when acting in a law enforcement capacity and as required by Department policy and in accordance with applicable law and guidelines. The Department and the Superintendent shall jointly set expectations and resolve any disputes in this area.

If body-worn recording equipment is turned on for any reason during the school day in the school setting, the SRO shall promptly notify the building principal(s) at the building(s) to which the SRO is assigned or the principal's designee. Unless designated otherwise, all video recordings captured by the body camera shall be the property of the Department, and the School District shall not be responsible for their storage, maintenance, release, or disposal.

Upon request of the building principal(s) at the building(s) to which the SRO is assigned or the Superintendent or designee, the Department may permit such individuals to view and review any video recording captured by the SRO while performing official SRO duties as outlined in this Agreement, subject to the requirements of the Freedom of Information Act, other applicable law, and the approval of the Chief of Police. Such recording shall be considered a law enforcement record.

V. Duties and Responsibilities of the SRO

- The SRO will abide by all applicable School District policies and administrative regulations.
- 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, physical restraint and seclusion, and any other training designated by the Superintendent that is provided to certified employees of the school(s) to which the SRO is assigned.
- The SRO will work proactively to develop positive relationships with students and staff and be available to students, parents and staff who want to discuss concerns.
- The SRO will collaborate with school administrators, as well as local law enforcement, fire service, public safety and emergency management agents, as may be appropriate, in emergency crisis planning and building security matters. Among other things, the SRO will assist the school administration in conducting lock down drills and offer suggestions regarding how to maintain and improve school safety in all schools.
- The SRO will confer with the building principal(s) at the building(s) to which the SRO is assigned to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.
- The SRO will provide educational programs, as requested by the Superintendent or designee, to students, parents and faculty concerning topics such as substance abuse, violence prevention and diffusion, conflict resolution, crime prevention, Internet safety, cyberbullying, and other issues relevant to the student population.
- The SRO will attend meetings of parent and faculty groups to communicate about the goals and role of the SRO Program, as requested by the principal(s) at the building(s) to which the SRO is assigned.
- The SRO has no role in ordinary school discipline or enforcement of school rules, although an SRO may provide assistance to school personnel at the request of a school administrator. The SRO will work collaboratively with the Superintendent to determine the goals and priorities for the SRO Program and the parameters for SRO involvement in school matters, consistent with the Graduated Response Model described in Section VI, below.
- The SRO shall not 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. Before using physical restraint or seclusion on a student, the SRO shall have participated in the training required for school employees to engage in physical restraint or seclusion of

students, as described in Board Policy and Administrative Regulations 5144.1. 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 Board Policy and Administrative Regulations 5144.1 and all applicable laws.

- The SRO will abide by applicable law, School District policy and administrative regulations, and the Department's general orders concerning investigations, interviews and searches of students or staff on school property or at school functions under the jurisdiction of the School District. At no time will the SRO direct or demand that school personnel interview or search a student.
- The SRO will consult with and coordinate activities through the Superintendent or building principal(s) at the building(s) to which the SRO is assigned. Except in emergency situations, the SRO will not take any official law enforcement action without notifying the school administration in accordance with Section VII, below.
- The SRO will act swiftly and cooperatively when responding to emergencies at school, including but not limited to disorderly conduct by trespassers and the possession and/or use of weapons on school grounds, consistent with Department policy and protocols.

VI. 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. SROs should not be involved at this level. Classroom intervention options might include redirection, re-teaching, school climate initiatives, and moving seats. The teacher should initiate parental contact.

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, defacing school property; truancy; threatening; and other behaviors in hallways, bathrooms, courtyards and school buses. Administration intervention options might include time in the office, after school detention, loss of privileges, 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 services may be appropriate. This intervention is managed by the school administrator or a student assistance team (SAT). 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 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 when deemed appropriate by the administration or in an emergency, should the school involve the police in a specific student intervention, 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 not be limited to, verbal warning; conference with the student, parents, teachers and/or others; referral to a JRB and/or community agencies; and referral to court. In appropriate circumstances, law enforcement options may include arrest. Absent an emergency, any such arrest will be conducted in accordance with Section VII, below.

VII. Law Enforcement Professionals/SRO Activity at Schools

The parties agree that employees of the Department and/or the assigned SRO (“Law Enforcement Professionals”) need to follow certain protocols when on school grounds in non-emergency circumstances as follows.

Except in an emergency, all Law Enforcement Professionals seeking to conduct formal police interviews, interrogations, and/or arrests of any student on School District property or at school-sponsored activities shall be referred to the building principal. When making such request, SROs shall be aware of the potential disruption to the educational process that their law enforcement action may cause and consider the necessity of such action based on the (1) the potential danger to persons; (2) the likelihood of destruction of evidence or other property; and (3) the ability to conduct the investigation, arrest or search elsewhere. As such, Law Enforcement Professionals will work to minimize the potential for disruption through a coordinated effort with the schools.

When taking a student into custody, officers should make reasonable efforts to avoid making arrests or taking students into custody on school premises or at a school-sponsored activity. Whenever possible and except in the event of an emergency, students should be taken into custody out of sight and sound of other students.

VIII. Police Access to Images from School Cameras

In the event of a criminal investigation, the Department or other law enforcement agencies may request access to School District video images, live or recorded, by making a request for access to the Superintendent. Access may be granted by the Superintendent or other such certified administrator as designated by the Superintendent only when determined by the Superintendent to be appropriate under state and federal law. If access is granted, the Department shall abide by its

policies and procedures with respect to evidence, juvenile records, and personally identifiable information.

In the absence of express permission from the Superintendent, the Department may only access School District live streaming video and/or recorded images from school cameras in emergency circumstances, including an emergency alarm originating from one of the school facilities or grounds or a 911 call pertaining to a school facility/grounds. Any such access by the Department shall be only be made for the purpose of the Department and other law enforcement or first responders aiding in the public safety emergency response to a school facility.

The Superintendent or designee may disclose video images to the Department, live or recorded, which include personally identifiable student information and/or video images of District employees and/or other persons on school property, when there is an articulable and significant threat to the health and safety of a student or other individuals, or when otherwise appropriate under state and federal law.

A virtual private network will be used for live viewing by the Department when authorized by this Agreement. Other than system tests conducted by the Chief of Police or designee(s), conducted on a periodic basis at times when students are not present in the building, the Department will not routinely view School District video images, live or recorded, to monitor the schools or grounds.

Notwithstanding the above, the SRO will have access to live video images captured at the school at which the SRO is assigned, during the days and hours in which the SRO is performing such assignment, in order to help maintain school security.

IX. Reporting of Investigations and Behavioral Interventions

In accordance with state law requirements, each SRO shall submit a report to the Chief of Police for each investigation or behavioral intervention of challenging behavior or conflict that (1) is conducted by the SRO and (2) escalates to violence or constitutes a crime, no later than five school days after conducting such investigation or behavioral intervention. An "investigation or behavioral intervention" is "a circumstance in which a school resource officer is conducting (i) a fact-finding inquiry concerning student behavior or school safety, including, but not limited to, emergency circumstances, or (ii) an intervention to resolve violent or nonviolent student behavior or conflicts."

The SRO's report shall include: (1) the date, time and location of such investigation or behavioral intervention, (2) the name and badge number of the SRO, (3) the race, ethnicity, gender, age and disability status for each student involved in such investigation or behavioral intervention, (4) the reason for and nature of such investigation or behavioral intervention, (5) the disposition of such investigation or behavioral intervention, and (6) whether any student involved in such investigation or behavioral intervention was (a) searched, (b) apprised of such student's constitutional rights, (c) issued a citation or a summons, (d) arrested, or (e) detained, including the amount of time such student was detained. The SRO shall not include student names on the report.

All SROs shall use and complete Form A, attached hereto and incorporated herein. SROs and/or the Department shall not substitute their own form(s) for Form A 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.

For purposes of this section, the School District will provide the SRO with only as much student demographic information as is necessary for the limited purpose of complying with state reporting requirements as reflected in Form A, in accordance with applicable law. The SRO shall not redisclose this information for any purpose other than sharing the information with the Chief of Police, as required by statute.

On a monthly basis, the Chief of Police shall compile and provide to the Superintendent of Schools all Form A documents completed by the SROs during the prior month.

X. Duties of the School District

The School District shall provide to the SRO the following materials and facilities which are deemed necessary to the performance of the SRO.

- An office at the school to which the SRO is primarily assigned.
- A desk with drawers, a chair and filing drawers.
- A computer and phone.
- Assigned parking space(s).
- Access to inspect and copy public records maintained by the school to the extent allowed by law.
- Training specifically related to social-emotional learning, restorative practices, and physical restraint and seclusion that is provided to certified employees of the school.

XI. Costs

The Department agrees to fund the costs of the SRO Program, including but not limited to the cost of the SROs' salaries, benefits, equipment, and training, except as provided in this Section XI.

The Department will provide the School District with invoices quarterly during the school year July 1st-June 30th reflecting (1) one-half of the actual straight time costs of one SRO, billable to the School District and (2) previously authorized overtime costs, billable to the School District, for the cost of overtime incurred by an SRO assigned to District schools. Such invoices shall reflect only those straight time or overtime costs (less any costs for benefits) incurred by SROs during the hours they worked in the schools or at school-sponsored activities. If the School District has a concern about the accuracy of any invoice, the School District may request and the Department shall provide the supporting documentation for actual straight time and overtime costs for the specific SRO. The School District shall otherwise not be responsible for any benefits provided to SROs through their employment by the Department.

XII. SRO and SRO Program Review Processes

In the event school administration feels that an SRO is not effectively performing the SRO's duties or responsibilities, the administrator shall contact the Superintendent of Schools. Within a reasonable amount of time, the Superintendent shall notify the Chief of Police. A meeting shall be conducted with the SRO to resolve any problems. If the issue cannot be resolved, the Superintendent shall request that the Chief of Police assign a different officer to the SRO position. In such an event, the Chief of Police will recommend an SRO candidate to the Superintendent of Schools for approval. The Superintendent may decline the assignment of an SRO to any school in the School District.

XIII. Term

The term of this Agreement shall be three (3) years from the date of execution. Notwithstanding, this Agreement may be terminated by both parties at any time by mutual written agreement, or by either party providing written notice of termination to the other party prior to March 31st of any year, with such termination to be effective the following July 1st.

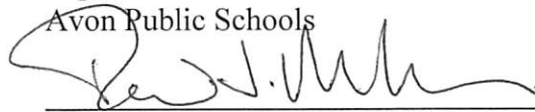
This Agreement constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms. This Agreement may be modified in writing by consent of the parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their authorized officers. _____.



Superintendent of Schools
Avon Public Schools

23 Sept 2023
Date



Chief of Police
Avon Police Department

Sept. 23, 2023
Date

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FORM A
Avon Public Schools
School Resource Officer (SRO) Report on Investigations and Behavioral Interventions

This form must be completed and provided to the Avon Chief of Police within five (5) school days of conducting an investigation and/or behavioral intervention of 1) challenging behavior that escalates to violence or constitutes a crime, or 2) conflict that escalates to violence or constitutes a crime.

“Challenging behavior” means behavior that negatively impacts school climate or interferes, or is at risk of interfering, with the learning or safety of a student or the safety of a school employee.

“Investigation or behavioral intervention” means a circumstance in which a school resource officer is conducting (i) a fact-finding inquiry concerning student behavior or school safety, including, but not limited to, emergency circumstances, or (ii) an intervention to resolve violent or nonviolent student behavior or conflicts.

The SRO may only report investigations and/or behavioral interventions of challenging behavior or conflict that escalate to violence or constitute a crime. If the conduct did not escalate to violence or constitute a crime, it may not be reported in this form.

Name of School Resource Officer: _____

Badge Number: _____ **School Affiliation:** _____

Investigation and/or Behavioral Intervention Information:

Date of Investigation/Intervention:

Time of Investigation/Intervention:

Location of Incident:

The reason for and nature of such investigation and/or behavioral intervention:

The disposition of such investigation or behavioral intervention (check all that apply):

- Referral to administration for possible discipline
- Restorative practices implemented
- Peer mediation
- Referral to student support services
- Other: _____
- Citation or summons issued
- Arrest of student(s)
- Search of student(s) by SRO
- Management of crisis or emergency

Form A
School Resource Officer
Report on Investigations and Behavioral Interventions

Please complete the following section for each student involved in the investigation and/or behavioral intervention. **Do not include student names.** Identify additional students, if applicable, as "Student B," "Student C," etc. Demographic information for each student will be collected by the School District from the school's information system and shared with the SRO for the limited purpose of complying with state reporting requirements.

	Age	Gender	Race/Ethnicity (check all that apply)	Does the student have a known disability?	During the investigation and/or behavioral intervention, was the student....
Student A	_____	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Non-binary	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> Asian <input type="checkbox"/> American Indian or Alaska Native	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Searched by SRO <input type="checkbox"/> Apprised of constitutional rights <input type="checkbox"/> Issued a citation or a summons <input type="checkbox"/> Arrested <input type="checkbox"/> Detained ¹ (if detained, note how long the student was detained: _____)
<i>Insert additional rows for Students B, C, D, as applicable</i>					

¹ Detained, for the purposes of this form, means detained by the SRO as a law enforcement action or placed under the direct supervision of the SRO by a responsible administrator.

Form A
School Resource Officer
Report on Investigations and Behavioral Interventions

This report was completed on: _____.

By signing below, I certify that the information I have provided in this report is true and accurate to the best of my ability and recollection. I have not maintained a copy of this report and I understand that the information set forth herein is confidential and may not be redisclosed except in accordance with state and federal law.

School Resource Officer

Date

I, the Avon Police Department Chief of Police, received this report on: _____ . I understand that the information set forth herein is confidential and may not be redisclosed except in accordance with state and federal law.

Print

Signature

cc: Superintendent of Schools