

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
MANCHESTER PUBLIC SCHOOLS
AND
MANCHESTER 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 of 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;
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. Student's willingness to address any identified issues.
5. 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, re-teaching, 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 Provisions – 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, a student assistance team (SAT), or the School Safety Review Board (SSRB). 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 the Manchester Youth Service Bureau (YSB) Diversion Program (via the School Safety Review Board – SSRB, if appropriate), other YSB programs, community service programs, other specified diversionary programs, 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 SATs, the SSRB (School Safety Review Board), and/or the Attendance Review Board.

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 other specified diversionary programs, referral to YSB Diversion Program or other YSB programs 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 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. For communities with School Resource Officers, 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.

V. Duration and Modification of Agreement

This agreement originally became effective July 1, 2011 (updated on _____) 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.

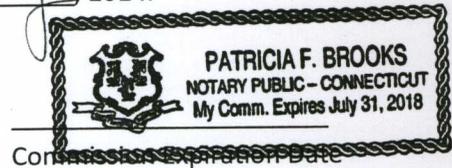
Richard Kisiel
Superintendent of Schools

1-29-2014
Date

Richard Kisiel
Printed Name

Sworn and subscribed before me on this 29th day of January, 2014.

Patricia F. Brooks
Commissioner of the Superior Court/
Notary Public



Clay Montminy
Chief of Police

1-27-14
Date

Marc Montminy
Printed Name

Sworn and subscribed before me on this 29th day of JANUARY, 2014.

Elizabeth A. Burke
Commissioner of the Superior Court/
Notary Public

ELIZABETH A. BURKE
NOTARY PUBLIC
COMMISSION EXPIRES 7-31-2015
Commission Expiration Date