

MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
DIVISION OF STATE POLICE
AND
THE BOARD OF EDUCATION, REGIONAL SCHOOL DISTRICT #13

I. Purpose

This Memorandum of Agreement (“MOA”) between the Department of Emergency Services and Public Protection (“DESPP”), acting by and through its Division of State Police (“CSP”), and the Board of Education, Regional School District #13 (“RSD #13”), is intended to outline the agreement between DESPP and RSD #13 concerning assignment of one School Resource Officer (SRO) at RSD #13 school buildings, and to create a cooperative relationship between DESPP and RSD #13 as DESPP administers its Resident State Trooper program in the Towns of Durham and Middlefield (hereinafter collectively referred to as the “Towns;” DESPP and RSD #13 are hereinafter collectively referred to as the “Parties”). The purpose of this MOA is to better identify and address the needs and concerns of the school community, with the goal of providing a safe and secure learning environment as well as a positive school climate. The MOA will define Operational Guidelines (attached hereto and referenced as “Attachment A” and incorporated herein by reference). The goal is to employ best practices to promote collaborative problem solving and to educate, counsel and enhance the safety of the school community. The parties shall provide a copy of this MOA and attachment to the principal and the SRO.

II. Employment and Assignment of the School Resource Officer

- A. CSP shall assign a minimum of one full-time SRO to RSD #13. During the term of the MOA, the SRO shall be subject to the administration, supervision and control of designated CSP Troops, except as otherwise specified by CSP command staff. The guidelines in no way restrict, supersede or limit requirements of statute or CSP policies and procedures. Additionally, where public safety requires, the SRO may be temporarily reassigned.
- B. RSD #13 shall be responsible for all payroll related costs, including overtime authorized by the principal of each school for the SRO’s attendance at any school-related events.

- C. RSD #13 shall ensure that the SRO is provided with the following materials and facilities:
- 1) An air-conditioned (if air-conditioning is available at the assigned school building) and properly lighted private office with a telephone, desk with drawer space, at least two chairs, worktable, locked filing cabinet and office supplies;
 - 2) A computer with printer; school radio for communication; access key card and
 - 3) Access to directory information pertaining to students, internet service and security cameras in all school facilities.
- D. During the school year, the SRO shall work a day shift administrative schedule as per the current Connecticut State Police NP-1 Bargaining Unit contract, with hours that are generally compatible with typical school day hours. It is understood and mutually agreed that adjustments to the SRO's work schedule may be made in accordance with his or her involvement in the school and for various school activities.
- E. The SRO may use his or her discretion with respect to what uniform he or she wears on any given school day. The uniform should be consistent with whatever school activity is taking place that day.
- F. In the event that the SRO is absent from work, the SRO shall notify his or her supervisor at the CSP Troop and the principal or his or her designee at the school. The Troop Commander shall provide a substitute trooper, if one is available, when the assigned SRO is absent.
- G. As an employee assigned to the CSP Troop, the SRO shall follow the CSP Troop chain of command.
- H. All police investigative records shall be maintained solely by CSP. Before publicly disclosing any records created by the SRO in its possession, the school shall inform the CSP Troop commander before release of such records, so that the commander may consult with legal staff to determine whether disclosure is restricted by any provision of law.
- I. All records regarding the subject of this MOA maintained by either party shall comply with retention requirements of regulations adopted by the State Librarian under authority of CGS § 11-8.

III. Training

- A. While in the performance of their duties and during periods when assigned to a school, SROs shall complete any separate training related to social-emotional learning and restorative practices provide to certified employees pursuant to Connecticut General Statutes §§ 10-148a and 10-220a.
- B. SROs shall also participate in periodic training during periods when assigned to a school regarding topics determined by RSD #13.
- C. DESPP will provide access to training, exercises and other opportunities available through its divisions, including CSP, the Police Officers Standards and Training Council (POSTC) and the Division of Emergency Management and Homeland Security (DEMHS), to augment the SROs' knowledge of relevant topics such as school safety and security standards, planning, preparedness, and assessment.

IV. Data Collection and Monitoring

To the extent provided by law, the parties agree that they will endeavor to provide baseline data for comparison purposes and regularly collect, share, monitor, report and review data resulting from the SRO placement.

- A. The SRO will collect the following information on an ongoing basis:
 - 1) The number and types of disciplinary actions regarding the students involved in any matter referred to the SRO;
 - 2) The numbers and types of educational classes and prevention programs conducted by the SRO and the classes or programs in which the SRO has participated; and
 - 3) As provided by CGS § 10-233h and any other provision of law, the number and type of incidents occurring on school grounds, for which investigative reports were written.
 - 4) Any other data that the principal and SRO determine would be helpful in promoting the school or district improvement plans.
- B. The SRO will submit the information referenced in IV (A) to the school principal and the SRO's immediate supervisor on a quarterly basis; and
- C. The parties agree to review the data on a schedule mutually agreeable to the parties.

V. Duties

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

- A. Develop expertise in drug abuse prevention education, race, equity and policing and other topics as appropriate;
- B. Encourage and participate in individual and small group discussions about law-enforcement related matters with students, faculty and parents;
- C. Attend meetings of parent and faculty groups to solicit their support and understanding of the school resource officer program and to promote awareness of law enforcement functions;
- D. Participate or coordinate in home wellness visits at the request of the school principal or designee;
- E. Confer with the principal to develop plans and strategies to prevent or minimize dangerous situations on or near the campus or involving students at school-related activities;
- F. Take law enforcement action as necessary and notify the principal as soon as possible. Where practicable, notify the principal before requesting additional enforcement assistance on campus and undertake law enforcement responsibilities at the principal's direction;
- G. Perform duties as determined by the principal other than those regularly assigned to school personnel, such as lunchroom or hall duty. (The SRO may be available in these areas where interaction with students is expected); and
- H. Follow law and, where practicable, RSD #13 policy when formally interviewing students or staff on school property or at school functions under the jurisdiction of RSD #13.

VI. Confidentiality of Information

- A. DESPP agrees that it shall ensure the protection of the confidentiality of any personally identifiable data, information and records collected or maintained by RSD #13 as it pertains to this Agreement, except as otherwise provided by law. DESPP shall adhere to all of the confidentiality requirements of the Family Educational Rights and Privacy Act (FERPA) in 20 U.S.C. 1232g, 34 C.F.R. Section 99.31 *et seq.*, particularly as these requirements relate to the confidentiality and transfer of student data. RSD #13, in consultation with DESPP, shall provide guidance to personnel to ensure

adherence to the confidentiality requirements of FERPA. Both agencies will ensure that these requirements are met through the general supervision and monitoring systems of each agency.

- B. Each party agrees that it shall be responsible for losses arising out of:
- 1) Its own acts or omissions that result in a breach of personally identifiable information or failure to comply with applicable law regarding protection of confidential information; or
 - 2) Its own negligence or misconduct, and each party shall defend itself against any action or claim brought as a result of such acts under the Agreement.

VII. Disputes

DESPP and RSD #13 shall resolve their own internal disputes based upon each agency's policies and procedures so long as each agency acts in a timely manner, and the parties shall refer interagency disputes to the Governor's Office.

VIII. Statutory Authority

The statutory authority for RSD #13 to enter into this Agreement is Section 10-233m of the Connecticut General Statutes. The statutory authorities for DESPP to enter into this Agreement are Section 10-233m and Section 29-4 of the Connecticut General Statutes.

IX. Payment

DESPP will provide RSD #13 with quarterly invoices reflecting the actual straight time and overtime costs. If RSD #13 has a concern about the accuracy of any invoice, RSD #13 may request and DESPP shall provide the supporting documentation for actual straight time and overtime costs for specific SROs. DESPP shall process a final invoice in August for the remainder of June and any additional services requested during the summer months. Adjustments to costs may be made for extended leaves of absence during the term of service. RSD #13 will pay for short term leave such as sick days, vacation days, etc.

- A. Transfer Invoices shall be sent or e-mailed to:

Kim Neubig, Business Manager
RSD #13 Board of Education
135A Pickett Lane Hartford, CT 06103-1841
Durham, CT 06422
Tel. 860-349-7200
Email: kneubig@rsd13.org

B. On or before August 25 of each year, RSD #13 will notify DESPP as to the number of billing days per quarter:

REPORTING QUARTERS	
Dates	Days
Aug 30 – Nov 4	46
Nov 7 – Jan 23	45
Jan 24 – April 6	49
April 10 – June 14 (?)	42
Total	182

C. Payments pursuant to this MOA may be subject to rescissions by the Governor, the Connecticut General Assembly or the Office of Policy and Management.

X. Duration of Agreement and Termination

This MOA shall continue in full force and effect unless terminated by either party. Termination will be effective upon thirty (30) days' prior written notice to the other party.

XI. Modification

Revisions to the MOA, including Attachment A, must be approved in writing by DESPP and RSD #13. A formal amendment, in writing, shall not be effective until executed by both parties to the Agreement, and shall be required for extensions to the final date of the Agreement period and any other revision determined material by either agency.

XII. Liaisons and Notices

Both parties agree to have specifically named liaisons at all times and will provide the name, title, email address and telephone number of all liaisons upon the execution of the agreement and whenever liaisons change. These representatives of the parties will be the first contacts regarding any questions and problems that may arise during implementation and operation of the contract. Wherever under this contract one party is required to give notice to the

other, such notice shall be deemed given upon delivery. Notices shall be addressed as follows via postal mail or email:

A. To RSD #13:

Doug Schuch, Superintendent
RSD #13 Board of Education
135A Pickett Lane Hartford, CT 06103-1841
Durham, CT 06422
Tel. 860-349-7200
Email: dschuch@rsd13.org

B. To DESPP:

Commissioner James C. Rovella
Colonel Stavros Mellekas
Department of Emergency Services and Public Protection
Division of State Police
1111 Country Club Road
Middletown, CT 06457-2389
Tel. 860-685-8000
Email: James.Rovella@ct.gov and Stavros.Mellekas@ct.gov

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SIGNATURES AND APPROVAL

FOR RSD #13, BOARD OF EDUCATION

By:  9/20/22
Date

FOR THE DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

By:  9-21-2022
Date
James C. Rovella
Commissioner

ATTACHMENT A
TO THE MEMORANDUM OF AGREEMENT
REGARDING THE SCHOOL RESOURCE OFFICER PROGRAM
BETWEEN
THE DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
DIVISION OF STATE POLICE
AND
THE BOARD OF EDUCATION, REGIONAL SCHOOL DISTRICT #13

OPERATIONAL GUIDELINES

The following Operational Guidelines (Guidelines) are set forth between the parties and incorporated by reference in the MOA between the Board of Education, Regional School District #13 and the DESPP. These Guidelines strive to ensure a consistent response to both emergencies and non-emergency matters on each school campus and to clarify the responsibilities of school and law enforcement personnel with regard to such issues, promoting the best interests of the students, school system, law enforcement and the community at large.

Objectives

1. To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies (for example, integrating law-enforcement education into relevant school curriculum; providing a law enforcement perspective in discussions with individual students, parents and staff);
2. To assist in developing prevention strategies to resolve problems affecting youth, such as race, equity and policing; alcohol and drug use, bullying, sexting, adolescent relationships and domestic issues, facilitated by establishing a positive connection between law enforcement and youth in what youth view as a safe environment;
3. To establish and maintain a close partnership with school administrators in order to provide a safe and sound school environment and positive school climate (for example, instructing school personnel in handling potentially volatile situations in which a uniformed presence might inadvertently escalate the situation, posing a risk to those involved; and assisting administrators in emergency crisis planning and building security matters);

4. To assist in and coordinate appropriate school-law enforcement responses in handling non-emergency disruptive behavior at school and school-related events by CSP troopers assigned to RSD #13 and by school personnel, using a 'Graduated Response Model' (see below);
5. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses on the school campus; including as examples, disorderly conduct by trespassers, possession or use of weapons by a member of the school community or others, sale or distribution of illegal and controlled substances, or a large-scale disturbance; and to help coordinate municipal resources as necessary;
6. To report and investigate crimes which occur on the school campus and to cooperate with other law enforcement officials in their investigations of criminal offenses which occur on and off school grounds while adhering to CSP policies and procedures.
7. To assist in the response to alerts of self-harm or suicide during hours when school is not in session at the request of a principal and in a manner consistent with RSD #13's policies and procedures.

The 'Graduated Response Model'

The parties agree to adhere as closely as possible to the below model and attached Graduated Response Chart with respect to incidents occurring on the school campus:

- Level 1 (Classroom Intervention) The classroom teacher plays a prominent role in guiding, developing and reinforcing appropriate student conduct and is acknowledged as the first line of 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 violations of classroom rules. The SRO is not involved at this level.
- Level 2 (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 of misconduct, defacing school property, truancy and chronic absenteeism, threatening and disruptive 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. School administration may request the SRO's involvement in addressing the behavior.

- Level 3 (Assessment and Service Provision) Certain behaviors and needs of the student will call for an assessment process and intervention with the use of the school and community services, and school administration may request the SRO's involvement to perform behavior threat/risk assessments, and to help coordinate municipal resources as necessary. This intervention is managed by the school administrator. 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 provisions. Assessment and service intervention options should include any Classroom or School Administration interventions.
- Level 4 (Law Enforcement Intervention) When classroom, school and community options have been found ineffective (or in an emergency) the school should involve law enforcement as a last resort, including the SRO. Involvement of CSP need not necessarily result in arrest and referral to court; however, under no circumstances does any part of this addendum to the MOA restrict, supersede or limit the SRO's requirements under Connecticut State Statutes and CSP's Policies and Procedures. Behaviors at this level should only be violations of criminal law, and should follow the use of Classroom, School Administration and Assessment and Service interventions, except in the case of an emergency or criminal violation. Law enforcement options are discretionary, remain with the attending officer at all times, and may include verbal warning, conference with student, parents, teachers and/or others, referral to other specified diversionary programs and referral to court.

Law Enforcement Activity on School Campus

The parties agree that the SRO shall follow certain protocols when on school grounds in non-emergency circumstances. These protocols do not restrict, supersede or limit a Trooper's responsibilities under Connecticut State Statutes and/or CSP Policies and Procedures, but instead are intended to account for the unique setting of the SRO's service in a technical high school. They are as follows:

- The SRO will act through school administrators whenever the SRO plans any activity on school grounds;
- The SRO will be aware that even a routine uniformed presence may have the potential for disrupting the educational process, and the SRO will work to minimize that potential through a coordinated effort with the schools;

- Prior to entering a school to conduct an investigation, arrest or search, the SRO will consider the necessity of such action based on:
 - The potential danger to persons;
 - The likelihood of destruction of evidence or other property; and
 - The ability to conduct the investigation, arrest or search elsewhere.

- When taking a student into custody, the SRO should:
 - Make reasonable efforts to avoid making arrests or taking students into custody on the school premises; and
 - Whenever possible, take a student into custody out of sight and sound of other students.

As noted in the section, the ‘Graduated Response Model’ described immediately above, 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.

Appointment and Retention of the SRO

Selection of the SRO will be made by the CSP Commanding Officer or his or her designee from among the Troopers currently assigned to the local Troop providing coverage for the school. The school principal or designee will be afforded the opportunity to interview the recommended SRO candidate and provide feedback to the Commanding Officer or designee. The school principal or designee shall have the opportunity to provide feedback before the selection process is completed.

SRO Removal Procedures

In the event that a principal concludes that the SRO assigned to his or her school is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent of Schools, in writing with supporting reasoning, that the SRO be removed from the program. The following procedures shall then apply:

- A. Within a reasonable time after receiving the written recommendation from the principal, the Superintendent or designee shall advise the Troop’s Commanding Officer or designee of the principal’s request;

- B. If the Troop's Commanding Officer so desires, the Superintendent and the Troop's Commanding Officer, or their designees, shall meet with the SRO to mediate or resolve any problems which may exist. Resolution may include additional training if appropriate.
- C. If, following an agreed-upon amount of time after commencement of such mediation, the problem cannot be mediated or resolved, then the SRO shall be removed from the program;
- D. In the event that mediation is not sought by the Troop's Commanding Officer or designee, then the SRO shall be removed from the program.

In the event of the resignation, dismissal or reassignment of an SRO, the selection of a replacement SRO will take place within a reasonable amount of time following the guidelines established for the recruiting and selection process outlined in the Amendment.



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

FIRST AMENDMENT TO CONTRACT
BETWEEN
THE DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION AND
THE BOARD OF EDUCATION, REGIONAL SCHOOL DISTRICT #13

This Amendment is made between the Department of Emergency Services and Public Protection (“DESPP”) and the Board of Education, Regional School District #13 (“RSD #13”) in accordance with Section 10-233m of the Connecticut General Statutes.

WHEREAS, DESPP and RSD #13 entered into an agreement dated September 21, 2022 for the provision of school resource officer (“SRO”) services to RSD #13 (the “Contract”); and

WHEREAS, DESPP and RSD #13 desire to amend the Contract.

NOW, THEREFORE, DESPP and RSD #13 agree to amend the Contract as follows:

1. For the 2022-2023 school year, the SRO assigned to RSD #13 is expected to work one hundred fifty-three (153) days out of the one hundred eighty (180) day school year.
2. For those 153 days, RSD #13 shall be billed at the assigned Trooper’s straight time pay rate.
3. Should RSD #13 elect to have a SRO work any or all of the remaining twenty-seven (27) school days, RSD #13 shall be billed at each assigned Trooper’s overtime rate for each such day.
4. The rates for both straight time and overtime shall also include the full payment of fringe benefits.
5. This Amendment supersedes the billing arrangement codified in the Contract, Section IX, “Payment.”
6. This Amendment is effective upon the execution of both parties.

All other terms and conditions not otherwise affected by this Amendment remain in full force and effect.

The parties are executing this Amendment on the date below their respective signatures.

1111 Country Club Road
Middletown, CT 06457
Phone: (860) 685-8150/Fax: (860) 685-8354
An Affirmative Action/Equal Opportunity Employer

Department of Emergency Services
and Public Protection

By: 

Name: James C. Rovella

Title: COMMISSIONER

Date: 11.30.2022

Board of Education, Regional School District
#13

By: 

Name: Kimbelly Neubig

Title: Director of finance

Date: 11/9/22



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

SECOND AMENDMENT TO CONTRACT
BETWEEN
THE DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION AND
THE BOARD OF EDUCATION, REGIONAL SCHOOL DISTRICT #13

This Second Amendment is made between the Department of Emergency Services and Public Protection (“DESPP”) and the Board of Education, Regional School District #13 (“RSD #13”) in accordance with Section 10-233m of the Connecticut General Statutes.

WHEREAS, DESPP and RSD #13 entered into an agreement dated September 21, 2022 for the provision of school resource officer (“SRO”) services to RSD #13 (the “Contract”); and

WHEREAS, DESPP and RSD #13 amended the Contract on November 30, 2022 to allow RSD #13 to maintain the same billing structure in the 2022-2023 school year that it historically utilized, rather than transitioning to the billing structure utilized by the Connecticut Technical Education and Career System Schools to pay for SRO services; and

WHEREAS, DESPP and RSD #13 now wish to amend the Contract a second time to allow RSD #13 to continue utilizing the same billing structure in perpetuity; and

NOW, THEREFORE, DESPP and RSD #13 agree to amend the Contract a second time as follows:

1. The SRO assigned to RSD #13 is expected to work one hundred fifty-three (153) days out of the one hundred eighty (180) day school year.
2. For those 153 days, RSD #13 shall be billed at the assigned Trooper’s straight time pay rate.
3. Should RSD #13 elect to have a SRO work any or all of the remaining twenty-seven (27) school days, RSD #13 shall be billed at each assigned Trooper’s overtime rate for each such day.
4. The rates for both straight time and overtime shall also include the full payment of fringe benefits.
5. This Second Amendment supersedes the billing arrangement codified in the Contract, Section IX, “Payment.”
6. This Second Amendment is effective upon the execution of both parties.

*1111 Country Club Road
Middletown, CT 06457
Phone: (860) 685-8150/Fax: (860) 685-8354
An Affirmative Action/Equal Opportunity Employer*

All other terms and conditions not otherwise affected by this Second Amendment remain in full force and effect.

The parties are executing this Second Amendment on the date below their respective signatures.

Department of Emergency Services
and Public Protection

Board of Education, Regional School District
#13

By: 

By: 

Name: James C. Rovella

Name: Kimberly Neuberg

Title: Commissioner

Title: Dir. of Finance

Date: 6-1-2023

Date: 5/31/23