

MEMORANDUM OF UNDERSTANDING

REGARDING THE ARMED SCHOOL SECURITY PROGRAM BY THE ISAAC BOARD OF DIRECTORS AND THE CITY OF NEW LONDON

This Memorandum of Understanding ("MOU") is made and entered into as of August 17, 2022, by and between the ISAAC Board of Directors (the "BOARD") and the City of New London ("CITY"), regarding the BOARD's Armed School Security Officer ("ASSO") program.

This MOU is entered into as one initiative in the parties' comprehensive program to improve school security and safety. The BOARD and CITY wish to jointly enhance security measures at all BOARD facilities and programs in New London. The BOARD and CITY agree as follows:

A. Employment of Armed School Security Officers

1. The BOARD shall employ a Director of School Security, Safety and Residency who shall report to the Executive Director ("Executive Director") or his/her designee. The Director of School Security, Safety and Residency shall oversee the ASSO program.
2. ASSOs shall be "retired police officers" who are qualified law enforcement officers, as defined in 18 U.S.C. § 926C. ASSOs shall meet all other requirements set forth in Conn. Gen. Stat. §10-244a. For purposes of this MOU, "retired police officer" means a sworn member of an organized local police department who was certified by the Police Officer Standards and Training Council (POSTC) and retired or separated in good standing from such department. In addition, an ASSO shall have an aggregate of at least ten years of consecutive service as an active law enforcement officer or have retired from service after completing a probationary period, due to a service-connected disability, as determined by the law enforcement agency. The ASSO shall provide an official letter from their former law enforcement agency signed by the department's head confirming their retirement/separation from that agency "in good standing" and an aggregate of at least ten years of consecutive service as an active law enforcement officer or retirement from service after completing a probationary period, due to a service-connected disability, as determined by that agency.
3. ASSOs shall be employed by the BOARD.
4. ASSOs shall serve under the immediate supervision of the Director of School Security, Safety and Residency and under the overall supervision of the Executive Director. However, in carrying out their day-to-day responsibilities, the ASSOs shall be subject to the authority of the building administrators in the school buildings to which they are assigned.

5. The Director of School Security, Safety and Residency and the ASSOs shall satisfy the requirements of state and federal law with respect to the possession and carrying of firearms in the performance of their duties.
6. The Executive Director or his/her designee shall have the authority to hire ASSOs in accordance with applicable state and federal law. An interview committee appointed by the Executive Director or his/her designee shall interview candidates for ASSO positions and shall provide its written recommendations to the Executive Director. The interview committee will include the City of New London Chief of Police or his/her designee.
7. The parties recognize that building administrators have responsibility for the administration of their assigned buildings and campuses. Should a building administrator have a concern regarding the performance, conduct, or assigned duties of any ASSO, such concerns shall immediately be conveyed to the Executive Director and Director of School Security, Safety, and Residency. Should a member of the Police Department have a concern regarding the performance, conduct, or assigned duties of any ASSO, such concerns shall immediately be conveyed to the Chief of Police or his/her designee, who shall immediately notify the Executive Director and/or the Director of School Security, Safety and Residency. The Executive Director or his/her designee shall have the authority to issue discipline to ASSOs.
8. The BOARD shall be responsible for conducting or coordinating any evaluations or background checks required of ASSOs by virtue of their status as school employees. The New London Police Department shall conduct or coordinate background checks required of ASSOs related to their status as armed school safety officers and/or related to their possession of firearms.
9. ASSOs shall satisfy the requirements of state and federal law with respect to the possession and carrying of firearms in the performance of their duties.
10. ASSOs will not be permitted to carry a firearm or perform their duties unless they have provided documentation, to the Executive Director, of completion of all background checks, psychological evaluations, and mandatory training set forth in this MOU. The ASSO is responsible for providing documentation and certification demonstrating that they have met all preliminary training required by the MOU.

B. Role of Armed School Security Officers

1. For purposes of this MOU:

“Deadly force” means physical force which can be reasonably expected to cause death or serious physical injury.

“Serious physical injury” means physical injury which creates a substantial risk of death, or which causes serious disfigurement, serious impairment of health or serious loss or impairment of the function of any bodily organ.

2. ASSOs have no police powers. ASSOs shall not detain, arrest, physically restrain, or attempt to arrest any person for any criminal violation claiming authority to do so as a law enforcement official.
3. ASSOs shall not conduct any search of the person or property of any student or any other individual, except as directed by a school principal or other administrator. Any search shall be reasonable in its inception and reasonable in scope.
4. ASSOs shall not conduct any seizure of any student or any other individual, except as directed by a school principal or other administrator, or in an emergency situation when necessary to prevent immediate or imminent serious physical injury to a student or other person. Any use of force used to restrain a person must be the least amount necessary to detain the person, and must be reasonable under the totality of circumstances. Any ASSO who conducts such a seizure in accordance with this section shall notify the school principal (or, in the event of the unavailability of the principal, another administrator in the building or a Central Office administrator) regarding such seizure as soon as reasonably practicable.

Before using restraint or seclusion on any student, as defined in Conn. Gen. Stat. § 10-236b, ASSOs shall participate in the same training provided to school staff who are authorized to conduct restraint and seclusion of students pursuant to state and federal law and BOARD policies and administrative regulations (including but not limited to Board Policy 5002, Physical Restraint and Seclusion of Students and Use of Exclusionary Time Out, and Administrative Regulation 5002-R).

5. The BOARD and the CITY acknowledge and agree that the BOARD is solely responsible for taking any school-based disciplinary action with respect to students and that ASSOs shall have no role with respect to such disciplinary action other than, upon the request of the Executive Director or his/her designee, acting as a witness in student disciplinary procedures.
6. ASSOs shall not have access to any student record information, as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, except as authorized by said Act.
7. Subject to all of the conditions set forth in this MOU and the requirements and restrictions imposed by state and federal law, the BOARD, the CITY, and the Police Department authorize ASSOs to carry firearms on school premises, specifically and solely for the purpose of carrying out their duties and responsibilities under this MOU.

ASSOs may use force, including deadly force, only to the extent authorized by applicable federal and/or Connecticut laws.

ASSOs have no authority as BOARD employees to use a firearm or any other deadly force except when on duty for the BOARD and in accordance with applicable law, and the BOARD retains no authority over ASSOs after they are no longer on duty for the BOARD. Any actions taken by an ASSO, therefore, when not on duty for the Board, are not under either the express, implied, or apparent authority of the BOARD.

8. ASSOs shall not store or leave a firearm or ammunition unattended on the premises at the BOARD school or facility at any time. A violation of this provision shall subject the ASSO to discipline, up to and including immediate termination.
9. In responding to an emergency situation, ASSOs shall respond in coordination with and under the tactical direction of the New London Police Department or any other law enforcement personnel when applicable and to the extent feasible.

C. Certification and Training of Armed School Security Officers

1. Notwithstanding the fact that the BOARD shall employ the ASSOs, the BOARD shall delegate to the Police Department, and the Police Department shall assume full responsibility for providing all statutorily required firearms training and retraining to the ASSOs. The Police Department shall ensure that all such training meets or exceeds all requirements under any applicable federal and/or Connecticut law (including but not limited to Conn. Gen. Stat. § 10-244a, Conn. Gen. Stat. § 7-294x, and the standards of the Police Officer Standards and Training Council "POSTC") with respect to firearms training and the duties and responsibilities of ASSOs under the terms of this MOU. Such training will include firearms qualification, as well as any other certifications required for the position of ASSO. Any and all training provided to ASSOs shall be in accordance with POSTC standards and shall be conducted by POSTC-certified training instructors. Upon successful completion of the annual firearms training by an ASSO, the Police Department shall certify the ASSO in a manner that complies with the requirements of 18 U.S.C. § 926C(d)(2)(B) for the purpose of the ASSO position ONLY. Failure to qualify and/or maintain yearly qualification shall void the ASSO's ability to participate in trainings and certifications conducted by the Police Department and to be employed by the BOARD as an ASSO.
2. The BOARD shall be responsible for providing training to ASSOs related to their role as BOARD employees. This training may include, but is not limited to, an

orientation and training on BOARD personnel policies, student confidentiality issues, social-emotional learning and restorative practices training provided to certified employees of the BOARD, and any applicable mandated reporter obligations.

3. The ASSO shall have a valid CT pistol permit (indicating that he/she is not prohibited by Federal or State law from receiving or possessing a firearm).
4. The ASSO shall successfully pass an annual background check indicating that he or she is not prohibited by Federal or State of Connecticut law from receiving or possessing a firearm.
5. The ASSO shall have, during the most recent twelve-month period, successfully passed the standards for training and qualification for active law enforcement officers to carry firearms in the State of Connecticut
6. The BOARD and the Police Department shall share responsibility for site-specific security training which may include, but not be limited to, training on school security protocols, school surveillance equipment, communications between the BOARD and the Police Department, and proper interactions with students, staff, and parents.
7. The Police Department shall certify to the BOARD that, at all times during the term of this MOU, every ASSO holds any and all permits, licenses, and/or certifications required under applicable federal and/or Connecticut law related to firearms training and the duties and responsibilities of ASSOs under the terms of this MOU.

D. Firearms and Equipment

1. The Chief of Police shall recommend and assist in the procurement of holsters, firearms, and ammunition to the BOARD for the ASSOs. These firearms and ammunition are the only firearms and ammunition that the ASSOs may use in the performance of their job duties.
2. During the BOARD's school year, the firearms and ammunition issued to the ASSOs shall remain in the possession and control of the ASSOs. When off duty or in transit to or between the BOARD facilities, the ASSOs shall securely store the firearms and ammunition in a manner approved by the Police Department and in accordance with applicable federal and/or Connecticut laws.
3. Firearms and ammunition shall never be stored in any school building or other location operated or controlled by the BOARD.

4. Firearms, ammunition, and related equipment issued to ASSOs shall be used only in the performance of their job duties as ASSOs and in accordance with applicable BOARD policies and regulations and state and federal law.
5. ASSOs shall wear a designated style of clothing (as agreed upon by the BOARD and the Police Department) that readily ensures their identification to police personnel.

E. Qualification

1. ASSOs shall qualify at least one period each year. Range time will be scheduled by the Police Department in association with their annual firearms training schedule.
2. ASSOs shall
 - a. Bring their designated handgun and magazine sources.
 - b. Bring a total of 180 rounds of factory issued lead-free ammunition for the weapon for qualification.
 - c. Bring his/her own cleaning supplies.
 - d. Bring their designated holster.
 - e. Be aware that their designated handgun and holsters must pass inspection by the designated New London Firearms Instructor
3. The minimum qualifying score is 48 out of 60 rounds in the designated target area, consistent with Connecticut General Statutes and POST standards.
4. The New London Police shall keep a database of qualified ASSOs, qualification dates, qualification course of fire, qualification score, and the type and serial number of the firearms used to qualify.
5. Qualified ASSOs shall be required to sign a waiver of liability with the New London Police Department, acknowledging his/her responsibility for all acts taken related to carrying a concealed firearm, as permitted by the Act and not as an employee or former employee of the New London Police Department. Such disclaimer shall also release the New London Police Department, City of New London or any of their agents from any claim or action at law resulting from any injury or accident during the described firearms qualification activities.

F. Qualification Standards

1. The course of fire will be sixty (60) rounds fired from varying distances, to be

determined by the Firearms Instructor in accordance with the Connecticut General Statutes and POST standards.

1. All qualifications will be performed at a Firing Range designated by the Police Department. (NOTE: The Firing Range is a non-lead firing range; all ammunition must be either lead free or frangible).
2. The ASOs must bring his/her own personal safety equipment and gun cleaning supplies.

Course for Qualification:

- a. 18 Yard Line: 5 Rounds Standing
 - b. 15 Yard Line: 5 Rounds Standing
 - c. 12 Yard Line: 10 Rounds Standing
 - d. 10 Yard Line: 10 Rounds Standing
 - e. At this point 30 Rounds have been fired. (Instructors will check targets and tabulate a progressive score).
 - f. 7 Yard Line: 5 Rounds Standing
 - g. 7 Yard Line: 5 Rounds Standing
 - h. 7 Yard Line: 5 Rounds Standing
 - i. 5 Yard Line: 5 Rounds Standing
 - j. 5 Yard Line: 3 Rounds Standing
 - k. 5 Yard Line: 2 Rounds Standing
 - l. 3 Yard Line: 5 Rounds Standing
3. Additional qualification drills – 60 rounds P.O.S.T. Qualification Relay (Verbal challenges at all positions [except contact] and warning of intent to use deadly force where feasible (while behind cover). All rounds fired normal two-handed shooting until otherwise instructed. Minimum passing is 80% accuracy (average score of 240 and higher).
 - a. 25 yards (cover required)
 - i. 2 rounds kneeling window
 - ii. 2 rounds standing support side
 - iii. 2 rounds standing strong side of cover

- b. 20 yards (cover required)
 - i. 2 rounds kneeling window
 - ii. 2 rounds standing support side
 - iii. 2 rounds standing strong side of cover
- c. 15 yards
 - i. 6 rounds standing
 - ii. 3 rounds kneeling
- d. 12 yards
 - i. 6 rounds standing
 - ii. 3 rounds kneeling
- e. 7 yards
 - i. 5 rounds standing
 - ii. 2 rounds standing strong hand only
- f. 7 yards 7
 - i. 5 rounds standing
 - ii. 2 rounds standing support hand only
- g. 4 yards 7
 - i. 5 rounds standing
 - ii. 2 kneeling
- h. 4 yards 7
 - i. 5 rounds standing
 - ii. 2 kneeling
- i. 2 yards/contact 2
 - i. 2 rounds C.A.R. High position/ close quarter position

G. Oversight and Funding of Armed School Security Officer Program

1. The BOARD shall be solely responsible for funding the costs for the hiring, training, equipping, supervision, and employment of the ASSOs. The CITY shall notify the BOARD of the amount necessary to fund any additional costs, as agreed upon by both the BOARD and CITY.
2. In furtherance of the provisions of this Agreement, the BOARD's Director of School Security, Safety and Residency shall be the liaison to the Police Department. The Chief of the Police Department or his/her designee shall be the liaison to the

BOARD and shall provide consultation and assistance to the BOARD regarding oversight of the technical functions of the ASSOs.

3. The BOARD Director of School Security, Safety and Residency or his/her designee will work with the Chief of Police or his/her designee to review and implement strategies to enhance the safety and security at BOARD locations and for its students, faculty and employees. Any proposed modifications to the premises of any school shall be approved in advance by the Executive Director.

H. Governing Law, Waiver of Jury Trial and Indemnification

1. This MOU shall be subject to all applicable federal and/or Connecticut laws, as may be amended from time to time. Should any portion of this MOU be determined to be contrary to the provisions of any federal and/or Connecticut law at any time during the term of this MOU, only the portion of the MOU found to be contrary shall be suspended, and the remainder of the MOU shall remain in effect. The parties shall promptly review, and if appropriate revise, this MOU as necessary to comply with such federal and/or Connecticut laws.
2. In the event of a dispute, the parties shall negotiate in good faith. Should the dispute remain unresolved after such good faith effort, either party may pursue their legal remedies in the Superior Court of the State of Connecticut, New London County, for all purposes in connection with any action or proceeding which arises from or relates to this Agreement.
3. THE BOARD HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO TRIAL BY JURY OF CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND THE BOARD HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THE CITY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE BOARD'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. Except as prohibited by law, the BOARD waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damage or any

damages other than, or in addition to, actual damages. The BOARD (a) certifies that neither the CITY nor any representative, agent or attorney of the CITY has represented, expressly or otherwise, that the CITY would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in entering into the Agreement, the CITY is relying upon, among other things, the waivers and certifications contained in this section.

4. To the fullest extent permitted by law, the BOARD shall indemnify and hold harmless the CITY and its respective officials, employees and representatives from and against liens, judgments, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from BOARD's employment of ASOs, provided that such damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the BOARD, or anyone directly employed by them or anyone for whose acts they may be liable; provided however that such indemnity obligations shall not include liability for damage arising out of bodily injury to person or damage to property caused by or resulting from the negligence of the indemnitee, such indemnitee's agents or employees.

I. Term

1. This MOU shall become effective upon signing by both parties and shall remain in effect through June 30, 2023, unless modified or cancelled in writing by mutual agreement of the BOARD and the CITY.

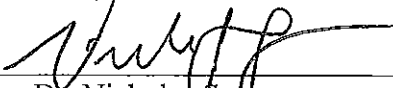
IN WITNESS WHEREOF, the parties have caused this MOU to be signed by their authorized officers.

CITY OF NEW LONDON


By: Michael E. Passero
Mayor, City of New London

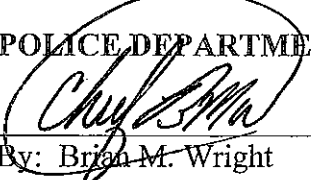
Dated: 8/16/2022

ISAAC BOARD OF DIRECTORS


By: Dr. Nicholas Spera
Executive Director

Dated: 8/16/2022

POLICE DEPARTMENT


By: Brian M. Wright
Chief of Police, City of New London

Dated: 8/16/2022