

MEMORANDUM OF UNDERSTANDING
RE: SCHOOL RESOURCE OFFICERS
REGIONAL SCHOOL DISTRICT 14

This Memorandum of Understanding, made this 17 day of June 2013, by and between the Town of Woodbury of 281 Main Street South, Woodbury, CT 06798 (hereinafter "Woodbury"), the Town of Bethlehem of 36 Main Street South, Bethlehem, CT 06751 (hereinafter "Bethlehem"), and Regional School District 14 of 5 Minortown Road, Woodbury, CT 06798 (hereinafter "District 14");

WITNESSETH:

WHEREAS, Woodbury, Bethlehem and District 14 have agreed that there shall be a School Resource Officer (hereinafter "Resource Officer") in each school in the district; and

WHEREAS, the budget for the fiscal year ending 2014 budget for District 14 includes funding for the Resource Officers; and

WHEREAS, Woodbury, Bethlehem and District 14 desire to delineate the duties and responsibilities of the Resource Officers; and

WHEREAS, Woodbury, Bethlehem and District 14 desire to delineate the respective duties and responsibilities of Woodbury, Bethlehem and District 14 with respect to the Resource Officers;

WHEREAS, the towns of Woodbury and Bethlehem agree to provide the administrative services of the SRO program on an equal basis

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

A. SELECTION OF SCHOOL RESOURCE OFFICERS

1. The Woodbury and Bethlehem Resident State Troopers Offices will conduct a joint interview process to identify potential candidates for the positions.
2. Once qualified candidates have been identified, interviews shall be conducted jointly by the two Resident State Troopers, the First Selectmen of Woodbury and of Bethlehem or their designees, members of the District 14 Leadership Team and two Board of Education (BOE) members.
3. One Resource Officer shall be selected from this interview process for each school in the district.
4. In the event of a vacancy in a Resource Officer position, such vacancy shall be filled using the same procedure.

B. STATUS OF SCHOOL RESOURCE OFFICERS

1. All Resource Officers shall be sworn police officers of both Woodbury and Bethlehem with the requisite training and qualifications both as police officers and as Resource Officers.
2. The Officers shall work the approved District 14 Calendar for Faculty and as determined by the Superintendent.
 - a. As part-time employees of each Town, Resource Officers shall not be entitled to the following: vacation and personal paid leave; longevity pay; medical and dental insurance; life or disability insurance; or pension benefits.
 - b. Resource Officers shall be provided the following: up to three (3) paid sick days per fiscal year; paid training as required; uniforms and equipment, liability, worker's compensation and unemployment insurance.
3. One Resource Officer shall be assigned to each school. At the beginning of each work day, each Resource Officer shall, upon signing in to begin work for that day, declare and notate on his or her time sheet which Town is being charged for that day's work. Bethlehem and Woodbury as the employers are responsible for maintaining such records and compliance with all applicable wage and hour legal requirements.

4. The Resource Officers shall work in concert with the school administration of the school to which they have been assigned, and shall report to the school principal for day to day goals and instructions. However, on any issue involving law enforcement, the Resource Officer's chain of command shall be the Resident State Trooper in the appropriate town, and, ultimately, Troop L in Litchfield. ✓

5. Discipline of Resource Officer's shall emanate from the school administration in conjunction with, and in consultation with, the Resident State Trooper. A request for removal of a Resource Officer shall be made jointly by the school administration and the Resident State Troopers to the First Selectmen of Woodbury and Bethlehem.

6. In the event that a consensus cannot be reached by the aforementioned entities, the final determination shall be at the discretion of District 14. Notwithstanding the foregoing, District 14 reserves the right to require the immediate removal or reassignment of any Resource Officer who is assigned to perform services under this Memorandum of Understanding who, in District 14's judgment, is not qualified by temperament or personality to work within the schools by providing the First Selectmen of Woodbury and Bethlehem with written direction for such action. Nothing in this Memorandum of Understanding shall be deemed to create an employer-employee relationship between District 14 and the Resource Officers. Bethlehem and Woodbury are responsible for making payment of wages (with applicable withholding) to the Resource Officers, along with payment of employment taxes and compliance with any and all applicable laws, including but not limited to wage and hour mandates.

7. Woodbury and Bethlehem assure District 14 that they are equal opportunity employers and do not discriminate on the basis of race, color, creed, gender, physical or mental disability, or any other classification protected by state and federal anti-discrimination statutes.

C. DUTIES OF SCHOOL RESOURCE OFFICERS

→ Dist. Leadership Team

1. The primary duties of the Resource Officer are to enforce the law within their assigned school to facilitate teaching and learning and maintain security and order within such schools. Specific duties of the Resource Officer include, but are not limited to the following:

- a. Assist with students or others who are causing disruption in the school, or who are involved in truancy or criminal or illegal activity on school grounds.

- b. Investigate, under the direction of the Resident State Trooper, criminal activity on or off school grounds involving students.
- c. Assist law enforcement personnel, probation officers and social service agencies in any investigation involving a student.
- d. Provide supervision on school grounds.
- e. May serve on the local Juvenile Review Board and may be the case manager for juveniles attending the school to which they are assigned.
- f. Work with school administration in safe school planning.
- g. Act as the link between law enforcement agencies and school administration.
- h. Act as an information gatherer for law enforcement agencies and juvenile officials.
- i. Deter, Detect, Delay and Defeat any individual(s) engaging in violence against the school, its students or its staff.
- j. The Resource Officer shall assist in the traffic control during students arrival and dismissal

2. The Resource Officer shall also act as a law-related counselor. The Resource Officer, through daily contact with students, shall act as a positive role model and foster in students an understanding of the law and a sense of citizenship. The Resource Officer shall provide to students and staff information on the law and shall assist students and their families in dealing with community agencies.

3. The resource Officer shall also participate in educational opportunities for explaining law-related topics such as classroom gatherings, assemblies and PTO meetings.

4. The Resource Officer shall also participate in security checks and make recommendations to school administration for improving security.

5. The Resource Officer shall not perform tasks which are generally the responsibility of school staff, including, but not limited to the following: school disciplinarian; hall monitor, lunch room monitor or school bus monitor unless or to the extent that such monitoring duties are related to a particular security or safety issue.

6. While working in the schools, the Resource Officer shall be required to comply with District 14 policies and procedures, as directed by the Superintendent of Schools, or his/her designee. Should Resource Officer's responsibilities overlap with police work, for example if contraband prohibited both

by Board/District Policy and criminal law is discovered on campus and the Resource Officer participated in, or arrived on the scene after a search permitted to occur without probable cause, when done by school authorities, the Resource Officer shall assume his/her role as a police officer once the school search has produced the contraband, and any further action by the Resource Officer will be at his/her discretion as a police officer or at the direction of police authorities.

D. FISCAL RESPONSIBILITIES

1. All costs of whatever nature incurred by Woodbury or Bethlehem as a result of the hiring of the Resource Officers shall be borne by District 14. Such costs shall include, but not be limited to: wages and salaries; required insurance (liability, worker's compensation, and unemployment compensation); uniforms and equipment; training; and any other ordinary or necessary expense incurred as a consequence of employing the Resource Officers.

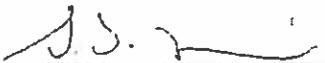
Notwithstanding the foregoing, it is understood that the total to be expended by District 14 shall be \$220,000.00, or \$110,000.00 to each of Woodbury and Bethlehem. The parties will monitor the spending during the course of the school year and, in the event it appears likely that the total amount will be exceeded, the parties will meet and take one of two possible courses of action as follows: (a) the program will terminate when the total available funds are exhausted, or (b) District 14 will allocate additional funds from its budget to continue the program. In no event will either Woodbury or Bethlehem be required to expend funds in excess of the funds paid by District 14 on the Resource Officer program.

2. District 14 shall issue Purchase Orders for Resource Officers to Woodbury and Bethlehem. Woodbury and Bethlehem shall each receive \$55,000.00 from District 14 on or before July 15, 2013 and on or before December 15, 2013 to fund the expenditures for the Resource Officers.

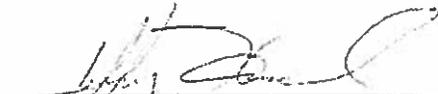
[Signatures on next page]

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal the day and date first written above.

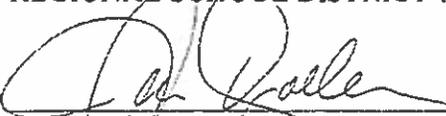
TOWN OF WOODBURY


By: Gerald D. Stomski
Its First Selectman, Duly Authorized

TOWN OF BETHLEHEM


By: Jeffrey Hamel
Its First Selectman, Duly Authorized

REGIONAL SCHOOL DISTRICT 14


By: Jody Ian Goeler
Its Superintendent, Duly Authorized

**ADDENDUM TO
MEMORANDUM OF UNDERSTANDING
RE: SCHOOL RESOURCE OFFICERS
REGIONAL SCHOOL DISTRICT 14**

This Addendum, made this 6th day of October, 2015, by and between the **Town of Woodbury** (hereinafter "Woodbury"), the **Town of Bethlehem** (hereinafter "Bethlehem"), and **Regional School District 14** (hereinafter "District 14");

WHEREAS, Woodbury, Bethlehem and District 14 are parties to a Memorandum of Understanding executed on June __, 2013 with regard to their duties and responsibilities concerning the employment and use of School Resource Officers (hereinafter "Resource Officers"), along with the duties and responsibilities of said Resource Officers; and

WHEREAS, in light of the enactment of Public Act 15-168, as further amended by Public Act 15-5 (June Special Session), the parties acknowledge that the Memorandum of Understanding must be amended to comply with legal mandates concerning limits on the roles of Resource Officers and so as to avoid excessive school-based arrests.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Section B, Subsection 6 is hereby amended by adding the following:

a. Woodbury, Bethlehem, and District 14 agree that the Resource Officer is deemed to be a "school official", for purposes of, including but not limited to, the Family Educational Rights and Privacy Act ("FERPA"). As such, i) confidential student information may be shared with the Resource Officer to the extent that District 14 determines that the Resource Officer has a legitimate educational interest in the behavior or conduct of a student, ii) the Resource Officer shall be bound to protect the confidentiality of students and personally identifiable information consistent with the law, and iii) the Resource Officer shall work with and under the direction of District 14, as set forth in subsection 4, above.

b. Notwithstanding the foregoing in subpart a, above, records of the Resource Officer in his/her law enforcement capacity are not "educational records" under

FERPA and may be disclosed to other law enforcement officials, including the Resident State Trooper(s) assigned to the Towns of Woodbury and Bethlehem.

2. Section C, Subsection 5 is hereby amended by adding the following:

In addition, District 14 generally will only involve the police (including the Resource Officer in his/her law enforcement capacity) when classroom, school and community options have been ineffective, in case of an emergency, and order to protect safety of students and staff. The following sets forth the roles of the parties in a "Graduated Response Model to Student Discipline".

a. Classroom Intervention - The classroom teacher plays a prominent role in guiding, developing and reinforcing appropriate student conduct and is the first line in implementing District 14's rules and its discipline policies. Classroom teachers are responsible for implementing appropriate classroom management techniques prior to any other sanctions or interventions for behaviors that are passive and non-threatening. Teachers may remove a student from a class when the student deliberately causes a serious disruption of the educational process within the classroom.

b. School Administration Intervention - Classroom interventions must be supported by school administrators who address more serious or repetitive behaviors and behaviors. Intervention options could include after school detention, loss of privileges, and/or parent conferences. In addition, the school administration retains the right to suspend (and refer for expulsion) students.

c. Assessment and Service Provision/Community Intervention - When the behaviors and/or the needs of the student warrant, District 14 may implement an assessment process and provide appropriate interventions through both school-based and community-based services. This assessment/service intervention process is managed by the school administration and/or a student assistance team ("SAT"). Examples of students subject to such interventions and who may benefit from community/state agency services include (but are not be limited to) students with truancy issues or emotional needs, and students in a family with service needs. Possible assessment/service intervention options may include i) community service, ii) referral to a JRB, iii) state agency referral and involvement and iv) the interventions set forth in subsections a and b, above, including suspension and expulsion. The Resource Officer can be involved in assessment/interventions in light of his role on SATs and JRBs.

d. Law Enforcement Intervention - District 14 will involve the police (including the Resource Officer) only i) when classroom, school and community options have been found ineffective, ii) in an emergency, iii) to protect the safety of District 14 students and staff, and iv) to dispose of contraband. This intervention is managed by the police. Involvement of the police does not necessarily mean arrest and referral to

court. Law enforcement options may also include verbal warnings; conferences with the student, parents, teachers and/or others; referral to a JRB and/or community agencies; and referral to court.

Nothing herein shall be deemed to limit a) a teacher's ability to remove a student from a class when the student deliberately causes a serious disruption of the educational process within the classroom, consistent with state law (Conn. Gen. Stat. §10-233b), and District 14's policies, b) the school administration's ability to suspend (and refer for an expulsion) students, consistent with state law (Conn. Gen. Stat. §§10-233c and 10-233d), and District 14's policies, c) the Board of Education's ability to expel students, consistent with state law (Conn. Gen. Stat. §10-233d), and District 14's policies, d) the ability of District 14 to lawfully impose discipline upon students, or e) the ability of employees to seek intervention of law enforcement personnel, consistent with the law (including but not limited to Conn. Gen. Stat. §10-233g).

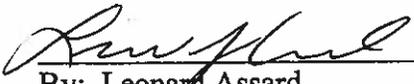
3. All other terms of the Memorandum of Understanding shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal the day and date first written above.

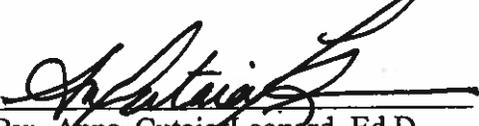
TOWN OF WOODBURY


By: William Butterly
Its First Selectman, Duly Authorized

TOWN OF BETHLEHEM


By: Leonard Assard
Its First Selectman, Duly Authorized

REGIONAL SCHOOL DISTRICT 14


By: Anna Cutaira-Leonard, Ed.D.
Its Superintendent, Duly Authorized