

MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
DIVISION OF STATE POLICE
AND
CONNECTICUT TECHNICAL EDUCATION AND CAREER SYSTEM

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 Connecticut Technical Education and Career System (“CTECS”) is intended to outline the agreement between the parties concerning assignment of a School Resource Officer (“SRO”) at each school subject to this MOA, and is intended to enhance the cooperative relationship between CSP and the schools. The purpose 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 and the listing of the SROs assigned to the various CTECS schools (attached hereto and referenced respectively as “Attachment A” and “Attachment B” 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 attachments to each principal and each SRO.

II. Employment and Assignment of the School Resource Officer

- A. CSP shall assign full-time SROs to each of the schools as listed on “Attachment B,” which is incorporated herein by reference and may be changed from time to time by the written agreement of both parties. During the term of the MOA, the SROs 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. CTECS 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. The schools 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, each 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. "Social and emotional

learning” means the process through which children and adults achieve emotional intelligence through the competencies of self-awareness, self-management, social awareness, relationship skills and responsible decision-making. “Restorative practices” means evidence and research-based system-level practices that focus on building high-quality, constructive relationships among the school community, holding each student accountable for any challenging behavior, and ensuring each such student has a role in repairing relationships and reintegrating into the school community.

- B. SROs shall also participate in periodic training during periods when assigned to a school regarding topics determined by CTECS.
- 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 SRO’s 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);
- H. Follow law and, where practicable, CTECS policy when formally interviewing students or staff on school property or at school functions under the jurisdiction of the CTECS.
- I. Restraint of Students: If during the course of providing assistance to school personnel, the need arises to restrain a student, the SRO will adhere to the Use of Force Policy (attached hereto and referenced respectively as "Attachment C" and incorporated herein by reference).
- J. Use of Firearms: In the unlikely event that a SRO must draw his or her service weapon, the SRO will adhere to the Use of Force Policy (Attachment C).

- K. School-Based Arrests: See Attachment A, “Graduated Response Model” and “Law Enforcement Activity on School Campus.”
- L. Reporting Behavioral Interventions of Challenging Behavior or Conflict that Escalates to Violence or Constitutes a Crime

As used in this section, “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.

Each SRO shall submit to troop command a report for each investigation or behavioral intervention of challenging behavior or conflict that escalates to violence or constitutes a crime conducted by such SRO not later than five school days after conducting such investigation or behavioral intervention. The troop commander will, on a monthly basis, submit such report to the principal of the school and the superintendent of CTECS.

Such reports will include:

- (1) the date, time and location of such investigation or behavioral intervention,
- (2) the name and badge number of such school resource officer,
- (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.

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 the CTECS 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. The CTECS, 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 the CTECS 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 authorities for the CTECS to enter into this Agreement are Sections 4-5, 4-8, 10-95 and 10-95r of the Connecticut General Statutes. The statutory authorities for the DESPP to enter into this Agreement are Sections 4-5, 4-8, and 29-4 of the Connecticut General Statutes.

IX. Payment

DESPP will provide the CTECS with quarterly invoices reflecting the actual straight time and overtime costs. If CTECS has a concern about the accuracy of any invoice, CTECS 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. CTECS will pay for short term leave such as sick days, vacation days, etc.

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

Connecticut Technical Education and Career System
39 Woodland Street
Hartford, CT 06105
E-Mail: fiscalreceiving@cttech.org

- B. On or before August 25 of each year CTECS 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 the Attachments A and B, must be approved in writing by DESPP and the CTECS. 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 the CTECS:

Justin Lowe, Interim Superintendent of Schools
John Woodmansee, Director of Safety
Connecticut Technical Education and Career System
39 Woodland Street
Hartford, CT 06105
Tel. 860-807-2221
Email: Justin.Lowe@cttech.org; John.Woodmansee@cttech.org

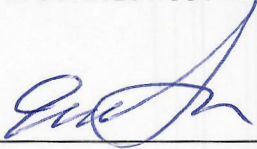
B. To DESPP:

Commissioner Ronnell Higgins
Colonel Daniel Loughman
Department of Emergency Services and Public Protection
Division of State Police
1111 Country Club Road
Middletown, CT 06457-2389
Tel. 860-685-8000
Email: Ronnell.Higgins@ct.gov and Daniel.Loughman@ct.gov

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SIGNATURES AND APPROVAL

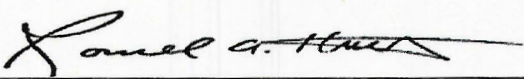
FOR THE CONNECTICUT TECHNICAL EDUCATION AND CAREER SYSTEM

By:  4.20.24

Dr. Ellen Solek
Executive Director

Date

FOR THE DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

By:  4/15/24

Ronnell Higgins
Commissioner

Date

**ATTACHMENT A
TO THE MEMORANDUM OF AGREEMENT
REGARDING THE SCHOOL RESOURCE OFFICER PROGRAM
BETWEEN
CONNECTICUT TECHNICAL EDUCATION AND CAREER SYSTEM
AND
THE STATE OF CONNECTICUT DESPP/ DIVISION OF CSP**

OPERATIONAL GUIDELINES

The following Operational Guidelines (Guidelines) are set forth between the parties and incorporated by reference in the MOA between the Connecticut Technical Education and Career System 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 schools in the CTECS 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 the CTECS' policies and procedures.

The 'Graduated Response Model'

The parties agree to adhere as closely as possible to the below model and the Graduated Response Chart in the Use of Force Policy (Attachment C) 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.

ATTACHMENT B
 TO THE MEMORANDUM OF AGREEMENT
 REGARDING THE SCHOOL RESOURCE OFFICER PROGRAM
 BETWEEN
 CONNECTICUT TECHNICAL EDUCATION AND CAREER SYSTEM
 AND
 THE STATE OF CONNECTICUT DESPP/ DIVISION OF CSP

ASSIGNMENT OF SROs

Technical High School	Principal	Number of SROs	DESPP Contact
Bullard -Havens Technical High School 500 Palisade Avenue Bridgeport, CT 06610	Susan Foss 203-579-6333 (office) 203-314-1938 (cell)	Two	Troop Command TROOP G 203-696-2500 800-575-6330
Howell Cheney Technical High School 791 W. Middle Turnpike Manchester, CT 06040	Charlie Shooshan 860-649-5396 (office)	One	Troop Command TROOP H 860-534-1000 800-968-0664
Goodwin Technical High School 735 Slater Road New Britain, CT 06053	David Telesca 860-827-7736 (office)	One	Troop Command TROOP H 860-534-1000 800-968-0664
Harvard H. Ellis Technical High School 613 Upper Maple Street Danielson, CT 06239	Jen Jarmon 860-774-8511 (office)	One	Troop Command Troop D (860) 779-4900
Platt Technical High School 600 Orange Avenue Milford, CT 06461	John Ryan 203-783-5300 (office)	One	Troop Command TROOP I 203-393-4200
Emmett O'Brien Technical High School 141 Prindle Ave Ansonia, CT 06401	Laurie Lebouthillier 203-732-1800 (office) 860-304-2353 (cell)	One	Troop Command TROOP I 203-393-4200
A.I. Prince Technical High School 401 Flatbush Avenue Hartford, CT 06106	Daniel Mello 860-951-7112 (office) 401-487-7732 (cell)	Two	Troop Command TROOP H 860-534-1000 800-968-0664
Eli Whitney Technical High School 100 Fairview Avenue	Joe DiNatale 203-397-4031 (office)	One	Troop Command TROOP I 203-393-4200

Technical High School	Principal	Number of SROs	DESPP Contact
Hamden, CT 06514			
Henry Abbott Technical High School 21 Hayestown Avenue Danbury, CT 06810	Kevin Durkin 203-797-4460 (office) 203-585-3548 (cell)	One	Troop Command TROOP A 203-267-2240 203-267-2260
W. F. Kaynor Technical High School 43 Tompkins Street Waterbury, CT 06708	Dr. Kenneth Hilliard 203-596-4302 (office) 203-494-8268 (cell)	One	Troop Command TROOP A 203-267-2240 203-267-2260
Oliver Wolcott Technical High School 75 Oliver Street Torrington, CT 06790	Richard Shellman 860-496-5300 (office) 860-978-3633 (cell)	One	Troop Command TROOP L 860-626-7900 860-573-0540
Ella Grasso Technical High School 189 Fort Hill Road Groton, CT 06340	Patricia Feeny 860-448-0220 (office) 860-334-9869 (cell)	One	Troop Command TROOP E 860-848-6503 860-848-6500
Norwich Technical High School 7 Mahan Drive Norwich, CT 06360	Don Concascia 860-889-8453 (office) 860-823-9920 (cell)	One	Troop Command TROOP E 860-848-6503 860-848-6500
J.M Wright Technical High School 120 Bridge Street Stamford, CT 06905	Jayme Beckham 203-324-7363 (office)	One	Troop Command TROOP G 203-696-2500
Vinal Technical High School 60 Daniels Street Middletown, CT 06457	Nelson Rivera 860-344-7100 (office) 203-231-2306 (cell)	One	Troop Command TROOP F 860-399-2100 860-818-6383
H.C. Wilcox Technical High School 298 Oregon Rd Meriden, CT 06451	Stacy Butkus 203-238-6602 (office) 203-560-8947 (cell)	One	Troop Command TROOP I 203-393-4200
Windham Technical High School 210 Birch Street Willimantic, CT 06226	Eric Hilversum 860-456-3879 (office) 860-729-8532 (cell)	One	Troop Command Troop K (860) 465-5400

If Troop Command is not available: Office of Field Operations 860-685-8090