

Memorandum of Agreement (MOA)

This agreement, by and between the Town of Putnam (Town), a municipal corporation located within the State of Connecticut and acting herein by its Mayor, and Putnam Special Services District (District), a tax district, and the Putnam Board of Education (BOE).

Whereas, the Town is committed to providing armed safety personnel for the Putnam public schools; and

Whereas, Putnam Special Services District has oversight of the Putnam Police Department; and

Whereas, Board of Education has oversight of the Putnam public schools; and

Therefore, in consideration of the foregoing and the mutual promises of the parties herein contained, it is hereby agreed as follows:

1. District to Provide School Safety Personnel

The District will provide armed safety personnel including one (1) school resource officer and three (3) safety officers in the Putnam Public Schools. These personnel will be onsite at the Putnam Public Schools for the entirety of the school year, including all days of school (including snow make-up days etc).

See Attachment 1 to this MOA for more detailed description of the School Resource Officer program and day-to-day work efforts to be managed by the Putnam Police Department and the Putnam Public Schools.

District-provided safety personnel tasks include:

- Onsite monitoring of property and activities.
- Monitoring school real-time video cameras (rotating between personnel, with a maximum monitoring of 4 hours per person daily).
- Building relationships with students and staff.
- Responding to teacher and staff requests regarding incidents or situations.

The safety personnel efforts do not include:

- Participation in efforts outside of the normal school day (no attendance at evening events, dances, athletic events, etc). The BOE and District may coordinate special requests, including use of the school resource officer on an overtime basis, similar to previous coordination between BOE and the District.
- No summer month efforts provided to the BOE. The three safety officers will be off-duty/not working during the summer months. (The District may use the safety

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officers as auxiliary positions for other work outside this contract during the summer months.) The school resource officer will remain as a full-time employee of the District during the summer months.

District responsibilities include:

- Management of personnel, including employment decisions and scheduling.
- Vehicle and equipment as necessary for standard duties. Special equipment and uniforms may be invoiced as applicable.
- As requested periodically, provide Town and/or BOE summary reports and status updates.

BOE responsibilities include:

- Provide and maintain video camera equipment for District use in monitoring, including monitoring space in the High School and the Elementary/Middle School.
- Provide and maintain work spaces for District personnel use, one office in the High School and one office in the Elementary/Middle School.

Town responsibilities include:

- Acceptance and review of District invoices.
- Coordination with District for annual budgeting preparation.

2. Term

- (a) This Agreement shall commence on July 1, 2022 and shall continue for a period of five (5) years.
- (b) The agreement shall automatically renew for successive 5 year periods unless any party serves written notice to the others of an intent to terminate. Such notice shall be made in accordance with the terms outlined in Section 5 of this agreement.

3. Insurance

Annually, District shall deliver to the Town and BOE certificates of insurance evidencing the following, naming the Town and BOE as additional insureds:

- i. Worker's compensation insurance as required by the Connecticut General Statutes
- ii. Comprehensive General Liability insurance with combined limits of at least \$2,000,000. for bodily injury including accidental death and property damage and shall include operations and contractual liability hazards.
- iii. Automobile Liability insurance coverage covering the operations of all motor vehicles owned, leased, hired or used by District in the performance of this agreement. Said

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insurance shall have combined limits of no less than \$ 1,000,000 per occurrence for bodily injury and property damage.

- iv. Professional liability insurance for protection against claims arising out of the performance of services and caused by the errors or omissions of District, its officers and employees. Said insurance shall have combined limits of no less than \$1,000,000 per occurrence.
- v. Excess insurance, in a form satisfactory to the Town and BOE, in an amount no less than \$5,000,000 for each occurrence and in the aggregate including Professional Liability.

The Board of Education is required to add the Town and the District as additional insureds per contract and provide a certificate of insurance annually. BOE is required to provide proof of the same insurance types and minimum limits as Town and District listed above.

4. Compensation

Subject to the provisions set forth below, the projected financial contributions by the Town will be as follows;

- In fiscal year 2022-2023, the Town has voted to appropriate \$280,000 from the Ash Landfill account to cover the cost of the Putnam Police Department providing trained and armed safety personnel, including one (1) school resource officer and three (3) safety officers in the Putnam Public Schools.
- Therefore, for fiscal year 2022-2023, the District will invoice the Town up to a not-to-exceed amount of \$280,000. The initial invoice is expected in Fall 2022, with typical monthly invoicing schedule for all future invoices. Invoices will include breakdown of total compensation including salary, taxes, and benefits, and applicable direct expenses.
- Compensation includes the full fiscal year (12 months) of employment costs, including salary and benefits, for the School Resource Officer.
- The Town will pay within 30 days of receipt.

Future fiscal years will include budget projections as part of the Town's annual budget preparation, for review and approval by the Town's Board of Selectmen, Board of Finance and via the budget process, Annual Town Meeting. In December of each year, the District will formulate an operational budget for the following fiscal year that will reflect operational expenses which will be submitted to Town.

5. Termination

(a) Either party may terminate the agreement for cause at any time after providing a minimum of 60 days written notice of its intent to terminate. Cause shall be defined as:

- 1) Failure to provide services as defined in this agreement
- 2) Failure to provide payment as defined in this agreement
- 3) Failure to provide insurance coverage as defined in this agreement.

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Upon receipt of notice the party receiving notice shall have 10 business days to remedy the causative factor(s). If remedied to the satisfaction of both parties as indicated by follow-up written notice, the agreement shall endure. If the causative factor(s) cannot be remedied to both parties' satisfaction, the termination date will stand.

(b) Additionally, either party may also be entitled to terminate this Agreement for convenience, upon at least one hundred eighty (180) days written notice prior to each anniversary date of this Agreement.

(c) Additionally, in the event of unforeseen financial or service circumstances that arise and that the parties are not able to resolve on a budgetary basis as set forth above on Paragraph 4, then District shall have the right to terminate this agreement, to be effective at the end of the year in which notice of termination is given to each Town, upon at least ninety (90) days advance written notice to each Town.

(d) The obligations of the Town hereunder are expressly contingent upon budgetary appropriations sufficient to satisfy their obligations hereunder.

6. Independent Contractor

The status of the BOE as it relates to the Town and District for purposes of this Agreement is that of an independent contractor. Under no circumstances shall the BOE, its employees or agents be considered as officers, employees or agents of the Town or District, nor shall the BOE represent that it or any of its agents or employees are agents or employees of the Town or District. This Agreement shall not constitute a contract of employment and shall be considered as an agreement for independent services.

7. Assignment

The rights and obligations contained herein shall not be assigned by any party without the expressed written consent of the others.

8. Indemnification

To the extent permitted by law, the District and Town shall indemnify and hold the BOE, their officials, officers, employees, boards and commissions harmless from and against all claims, suits, costs and expenses, including but not limited to, physical damage to property and personal injuries and including reasonable attorney' s fees and disbursements, arising solely out of the negligent, intentional, or willful provision or failure to provide the services required.

BOE shall indemnify and hold the Town and District and all of their officials, officers, employees, boards and commissions harmless from and against all claims, suits, costs and expenses, including but not limited to physical damage to property and personal injuries, and including reasonable attorney fees and disbursements, arising out of the performance of this Agreement.

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This constitutes the entire agreement between the parties and supercedes any and all other agreements verbal or written. Any amendments to this agreement must be done in writing and agreed to by the authorized representatives of the parties.

Signed this 3rd day of May, 2023

Denise D. Wfleezer

Denise D. Wfleezer

Clair Stutz

Denise D. Wfleezer

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Putnam Special Services District

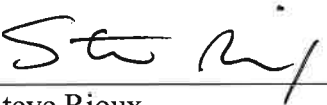
By: 
Norman Perron
Chair

By: 
Brian Maynard
Vice Chair

The Town of Putnam

By: 
Norman B. Seney, Jr.
Mayor

Putnam Board of Education

By: 
Steve Rioux
Superintendent of Schools

Attachment 1 to Memorandum of Agreement

Between

**The Town of Putnam,
the Special Services District (including the Putnam Police Department)
and the
Putnam Public Schools
for
The School Resource Officer Program**

I. Introduction

The School Resource Officer (SRO) Program involves the placement of law enforcement officers within the education environment. The SROs are town police officers assigned by the Police Department to serve as liaisons between the school community and the police department and to support the school administration and staff in maintaining a safe and positive school environment.

The SROs are visible and active law enforcement figures at the schools to which they are assigned. The SROs may be a resource for instruction in the following areas: law-related education, violence diffusion, safety programs, alcohol and drug prevention, safe use of social media, crime prevention and other pertinent subjects.

II. Goals and Objectives

- Maintain a safe and secure environment on school campuses which will be conducive to learning;
- Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development;
- Promote positive attitudes regarding the role of police officers in today's society;
- Strive to ensure a consistent response to incidents of student misbehavior, clarify the role of law enforcement in school disciplinary matters, and reduce involvement of police and court agencies for misconduct at school and school-related activities.

III. Supervision of School Resource Officers

The Police Department agrees to provide one SRO to the following schools within the Public School system.

The Police Chief in conjunction with the Superintendent, will determine which Police Officers will assume the roles and responsibilities of an SRO. Input from the School's Administration, BOE, and other community members will be sought as part of the selection

process.

It is the responsibility of the SROs to notify their school principal of their work schedule.

SROs shall remain employees of the Police Department and shall not be employees of the Public Schools. The Public Schools acknowledge that the SROs will remain subject to the administration, supervision and control of the Police Department. However, while acting in the capacity of an SRO, the SROs shall work in partnership with the school's administration in addressing daily tasks and interactions with students, parents, and staff. While in the performance of their law enforcement duties the SROs will follow Police Department protocol.

The school administration shall meet annually with each SRO and the Chief of Police or his/her designee to discuss the job performance of the SRO. The school administration shall then submit a written report to the Chief of Police on the SRO. Such report shall be used by the Chief for the purposes of evaluating the SRO program and not in a punitive manner against a particular SRO.

IV. Appointment, Term and Schedule

The Chief of Police or his designee will assign the SROs work days and shifts. The SROs' duty hours shall be determined by the provisions of the labor agreement between the Police Department and the Police Union. It is understood that during these shift/hours, the SROs may be off campus to conduct such tasks as may be required by their assignment or other assignments designated by the Police Department. The specific hours of the SRO should support his/her role in the school setting, including before or after school needs.

The SROs are appointed in accordance with Police Department policy and the current bargaining unit agreement.

The SROs will be available, as part of their regular duties, for designated special events, such as homecoming, prom and graduation events whenever possible. If such attendance requires overtime, overtime is subject to the approval of the SROs' police department supervisor.

V. Duties and Responsibilities of the School Resource Officers

Each year, the principal and SRO will review the priorities and daily responsibilities that best meet student needs.

- Law enforcement intervention. Law enforcement intervention shall only be taken when classroom, school and community options have been found ineffective, or in cases of emergency. Involvement of the SROs shall not necessarily mean arrest and referral to court. This intervention is managed by the police. Behaviors at this level must be violations of criminal law, but only after Classroom, School Administration and Assessment and Service interventions have been tried. Law enforcement options may include verbal warning; conference with the student, parents, teachers and/or others; referral to a JRB and/or community agencies; and referral to court.

- The SROs will bring to the attention of the school administration and assist in the development and implementation of plans and strategies to prevent and/or minimize dangerous situations on or near the school campus or at school activities.
- The SROs will present topics to students on various law enforcement/safety issues;
- The SROs will contact the principal of the school about any juvenile delinquency, incidents, charges, and arrests occurring on school grounds within a timely manner provided such notification does not negatively impact an investigation. Notifications for incidents occurring off of school grounds will be made in accordance with statute.
- The SROs shall notify the school principal or their designee and the Superintendent whenever any law enforcement action has been taken while performing in the role of SRO with consideration given to the disclosure laws pertaining to juvenile matters;
- The SROs shall maintain records as required by the Police Department and as requested by the Public Schools for their use in evaluating and reviewing the SRO program and this agreement;
- The SROs will assist the Superintendent, principals, faculty and staff to maintain a safe learning environment;
- The SROs will be aware of School Board Policies and Regulations;
- The SROs will consult with and coordinate activities through the school principal or their designee;
- If a conflict develops between the SROs' legal responsibilities as sworn police officers and their responsibilities to the school system, the SROs' legal responsibilities as sworn police officers shall take precedence. However, the SROs shall inform the school principal, the Superintendent and their immediate police supervisor of such conflict and shall work with school officials to suggest a means of avoiding future conflicts;
- The SROs will be available to students, parents and staff who freely want to discuss concerns;
- The SRO shall not send or distribute mass emails, messages, notifications, letters, or other form of correspondence to staff, students, or parents, without prior review and approval of the school principal.
- The SROs shall be available for flexible scheduling to reasonably accommodate designated after school and evening school activities whenever possible within the context of the prevailing Police Union's labor agreement;

- The SROs may search a student only in those circumstances allowed by law. At no time will an SROs direct or demand that school personnel search a student. At no time will an SRO search a student solely at the request of a school official.
- The SROs 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 school administrators to determine the goals and priorities for the SRO program and the parameters for SRO involvement in school disciplinary matters.

VI. Uniform and Equipment of School Resource Officer

SROs will wear their approved department uniform with appropriate logos and name badges depending on the type of school activity and program they are attending. It is understood that the SROs will carry their approved duty firearm, Taser and other departmental issued equipment. The Chief of Police and principal shall jointly set expectations and resolve any disputes in this area. The terms of this MOA shall not operate as agreement or consent by the Board of Education that SROs may wear body cameras in the schools. Rather, the parties agree further to discuss whether SROs may wear body cameras in the schools, given the related legal and practical concerns of the Board of Education, The Police Department, the School Administration, and the Town of Putnam over the privacy rights and expectations of students, staff and parents in the school setting.

VII. Police/SRO Activity at Schools

The parties agree that police and/or the assigned SROs need to follow certain protocols when on school grounds in non-emergency circumstances as follows. The SRO will act in conjunction with school administrators whenever they plan any activity on school grounds. Officers entering school grounds will be aware of the potential disruption of the educational process that police presence may cause. Prior to entering a school to conduct an investigation, arrest or search, officers will consider the necessity of such action based on:

- The potential danger to persons;
- The likelihood of destruction of evidence or other property;
- The ability to conduct the investigation, arrest or search elsewhere;
- The severity of any outlying offense.

When taking a student into custody, officers should make reasonable efforts to avoid making arrests or taking students into custody on the school premises. Whenever possible, students should be taken into custody out of sight and sound of other students.

VIII. Duties of the Public Schools

The Public Schools shall provide to the SROs the following materials and facilities which are deemed necessary to the performance of the SROs:

- A desk with drawers, a chair and filing drawers
- Access to a computer terminal or computer hookup
- Access to the Public Schools records management system, including access to inspect and copy public records maintained by the school to the extent allowed by law.
- SROs shall have access to student record information in accordance with the Family Educational Rights and Privacy Act (“FERPA”), 20 USC 1232g;
- Master key(s) to their assigned building;
- Login privileges for the school’s video surveillance system to be accessed while the SROs are on school grounds.

IX. Data Collection and Monitoring

The parties agree that they will regularly collect, share and monitor data resulting from the implementation of this agreement. Data collection from the School will be in compliance with state reporting, and data collection from the Police will include the number and types of school incidents for which police incident reports are written, police actions on such incidents, and the number of school-based arrests.

Monitoring and Oversight: At least annually, the SRO and the Principal, or his/her designee, will prepare separate reports regarding the SRO program and make recommendations for improvements to the program and the implementation of this agreement. These reports shall be forwarded through their respective chains of command to the Chief of Police and Superintendent respectively. Those reports will be reviewed, and on at least an annual basis, the Chief and the Superintendent acknowledge and agree that they will meet to provide oversight of the SRO program and review relevant data and analysis

X. Dismissal of a School Resource Officer

In the event a Principal of a school to which an SRO is assigned feels that he/she is not effectively performing his or her duties and responsibilities, the Principal shall contact the Superintendent. Within a reasonable amount of time after the Superintendent receives this information the Superintendent shall notify the Chief of Police or his/her designee. A meeting shall be conducted with the SRO to mediate or resolve any problems. The Chief of Police may reassign the SRO, in accordance with the Police Department’s rules, regulations and general orders.

The Police Department and the Public Schools agree to provide their employees with training relative to this agreement and its purposes. The parties agree to maintain regular and open communication to evaluate the effectiveness of this agreement and suggest improvement or adjustments that may be necessary. The Police Chief reserved the right to withdraw an SRO based on the staffing needs of the agency. In such cases, the Chief will provide as much notice as possible to the Superintendent.