

**MEMORANDUM OF AGREEMENT**

**between**

**Town of Brookfield (“Town”), the Brookfield Board of Education (“Board”) and the Brookfield Police Department**

Whereas, the Town provides the Board with police services; and

Whereas, the Town and the Board are committed to providing a safe environment in the Brookfield Public Schools for students, staff and members of the public. In furtherance of this goal, the Board will authorize off duty sworn members of the Brookfield Police Department to possess firearms and ammunition on school grounds pursuant to the restrictions as set forth herein, consistent with Board Policy 1700 and Connecticut General Statutes Section 53a-217b;

Therefore, the Town and the Board hereby agree to the following:

1. Effective [DATE], sworn members (“Member”) of the Brookfield Police Department who are off duty are hereby permitted to carry firearms issued by the Brookfield Police Department on school grounds while off duty, subject to the following requirements:
  - a. Any Member who carries firearms and ammunition on school grounds must be a sworn member of the Brookfield Police Department (“Department”) and be in good standing at the time such Member carries ammunition or firearms on school grounds in an off-duty capacity. Recruits may not possess firearms or ammunition on school grounds while off duty, unless they are also authorized to carry a weapon while on duty. “In good standing” shall mean that the officer is not on administrative leave from duty or is otherwise not authorized to carry a service weapon;
  - b. The Member may not have any restrictions placed on his or her ability to carry firearms at the time the Member carries a firearm or ammunition on school grounds;
  - c. Permission shall be conditioned upon peaceful and lawful activity by the Member at all times while on school grounds;
  - d. Permission is only granted for possession by Members while on school grounds and on District provided transportation. The Brookfield Board of Education does not have the authority to authorize the possession of carry firearms by off duty Members when attending school sponsored events at other school districts or other venues and Members shall be responsible for following any restrictions on off duty firearms possession imposed by such entities when Brookfield Board of Education sponsored events are held at such locations.

- e. The Board, in its sole discretion, may revoke permission to possess firearms and ammunition on school grounds at any time for any individual Member or for all Members while off duty. Notice shall either be from the Board or from the Superintendent or his/her designee and may be by verbal or written notice to the Member(s) or the Town and such decision shall be final and binding. Any verbal notice shall be followed by written notice to the Member(s) and Town within 48 hours.
- f. The Board reserves the right to change the terms under which an off duty Member is granted permission to carry a firearm or ammunition on school grounds while off duty in the Board's sole discretion. The District shall provide notice of any changes in writing;
- g. All firearms and ammunition must be possessed on the Member's person at all times, fully concealed upon the person at all times and tightly secured to the Member's body. No firearm will be left on school property outside of the possession of the Member at any time, with the exception of a firearm lawfully secured in a locked vehicle under the control of the Member or in a safe provided for the storage of firearms for School Resource Officers;
- h. A firearm may only be brandished or discharged on Board property in self-defense or in defense of others, and in compliance with all applicable law. The parties understand and agree that in any instance that a Member must take action while off duty and on school grounds, such Member is deemed to be "on duty" as soon as such obligation to act arises;
- i. It shall be the sole responsibility of the Town to monitor Members for compliance with this Agreement, determine eligibility and advise Members when they are ineligible to carry firearms on school grounds;
- j. It is prohibited to clean, disassemble, or demonstrate and part of a firearm to any person while on school grounds, unless the firearm is discharged in self-defense or defense of others or unless such firearm is used in a program approved by school officials in or on such school property or at a school-sponsored activity consistent with the provisions of Connecticut General Statutes Section 53a-217b.
- k. Off duty Members may not carry a weapon on their person at any time while off duty and while serving the District in any of the following capacities: a) any position for which a stipend is provided as listed under the collective bargaining agreement with the Brookfield Education Association; b) while serving as a substitute teacher; or c)

any capacity in which the Member is delivering educational or related services directly to students.

- 2. The Parties agree and acknowledge that this Agreement constitutes the complete understanding between the Parties, and supersedes any and all prior agreements or understandings, oral or written, between the parties with respect to the matters described in this Agreement.
- 3. The terms of this Agreement shall be subject to modification by mutual agreement of all of the parties. Such amendment must be in writing and signed by all of the parties.

The parties have reached this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**TOWN OF BROOKFIELD**

**BROOKFIELD BOARD OF EDUCATION**

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\_\_\_\_\_  
Tara Carr, First Selectwoman

\_\_\_\_\_  
Robert D. Belden, Jr.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BROOKFIELD POLICE DEPARTMENT**

DRAFT

\_\_\_\_\_  
John Puglisi, Police Chief

\_\_\_\_\_  
Date