

MEMORANDUM OF UNDERSTANDING

I. PURPOSE OF MEMORANDUM OF UNDERSTANDING

Schools and law enforcement share the responsibility for school safety and must work together with complimentary policies and procedures. This Memorandum of Understanding (“MOU”) formalizes the partnership between the Greenfield Public Schools, the Greenfield School Committee and the Greenfield Police Department for the implementation of a School Resource Officer (“SRO”) Program at Greenfield High School. The parties are committed to this collaborative effort in order to promote a safe and healthy school community.

II. GOALS AND OBJECTIVES

A. The goals and objectives of the SRO Program are designed to promote a safe and healthy school environment and create strong relationships between the Greenfield Public Schools and School Committee, the Greenfield Police Department, and the community. The goals and objectives for the SRO include:

1. To provide a cooperative effort between the Greenfield School District and the Greenfield Police Department by being accessible and responsive to the needs of students, staff and the community;
2. To promote and assist school officials in maintaining a safe school environment;
3. Demonstrate commitment to principles of Restorative Justice*, minimum use of force, and non-criminal activities whenever possible in working with school-age youth.
4. To provide a response to school-based needs that is free from prejudicial treatment.
5. To coordinate trainings involving law enforcement agencies and the school which will create an increased ability to plan for and respond appropriately to emergencies;
6. To assist school personnel in implementing an effective School Threat Assessment process at Greenfield High School;
7. To establish positive relationships with students, parents, school administrators, faculty and staff;
8. To provide a positive role model for students which enhances the relationship of law enforcement officers and youth in our community;
9. To detect patterns of delinquency and prevent them from developing among students through education and cooperative efforts of the school and police;
10. To take appropriate action regarding any type of criminal activity at the school;
11. To assist in keeping the school free of illegal substances and free of violence and to contribute to a school environment that is open and participatory;
12. To detect patterns of delinquency and prevent them from developing among students through education and cooperative efforts of the school and police;
13. To provide additional resources to the school through presentations and programs for students, school staff, parents and the community which focus on legal issues and/or prevention, health and safety topics.

III. PROGRAM PRINCIPLES:

A. The parties agree to the following governing principles relating to the operation of the SRO Program:

1. The vast majority of student misconduct can be best addressed through classroom and in-school strategies and maintaining a positive climate within schools rather than by involvement of the justice community;
2. The response to school disruptions should be reasonable, consistent and fair with appropriate consideration of relevant factors such as the age of the student and the nature and severity of the incident;
3. Students should be held accountable for their actions through a graduated response to misconduct that provides a continuum of services and increasingly more severe sanctions for continued misconduct;
4. The graduated response to student misconduct which is utilized should consider the following factors:
 - a. Age, health, disability or special education status of student;
 - b. Prior conduct and record of behavior of the student;
 - c. Previous interventions with the student;
 - d. Student's willingness to address any identified issues;
 - e. Seriousness of the incident and the degree of harm caused.
5. Clarifying the responsibilities of school and police personnel with regard to non-emergency disruptive behavior at school and school related events promotes the best interests of the students, the school system, law enforcement and the community at large.

IV. ORGANIZATIONAL AND PROGRAM STRUCTURE

A. Selection and Supervision of SRO:

1. The Greenfield Police Department will select and assign one (1) full time law enforcement officer to serve as an SRO at Greenfield High School;
2. The SRO will be under the direct supervision of the Chief of Police, and will remain an employee of the Greenfield Police Department. However, the SRO is to take into consideration that the Greenfield School administration is the controller of the school environment and should be given the proper information and consultation in matters involving students, staff and property.
The Greenfield School Committee may give consideration to the SRO, as a special "employee of the school district;"

3. Selection factors: SROs in schools are highly visible and regularly interact with students, school personnel and parents. Selecting officers who are likely to do well in the school environment and properly training those officers are two important components of an SRO Program. (*Assigning Police Officers to Schools*, COPS Response Guide No. 10) The key attributes of an SRO should include:
 - a. The ability to work effectively with students within the age range at the school;
 - b. The ability to work with parents;
 - c. The ability to work with school administrators, faculty and school staff;
 - d. Knowledge of school-based legal issues;
 - e. Knowledge of school and community resources;
 - f. An understanding of child development and psychology;
 - g. An understanding of crime prevention problem solving, and community policy in a school setting;
 - h. Teaching skills;
 - i. Public speaking skills;
 - j. Knowledge of school safety planning and safety technology.

B. Compensation, Benefits, Term and Duty Hours:

1. The Greenfield Public School District agrees to pay 52% of the 180 day salary of the SRO during the 2016-2017 academic year. This amounts to \$30,000.
2. The City of Greenfield will pay any salary attributable to the service of the SRO outside of the 180 day academic year. The City of Greenfield will be responsible for the employer share of all employee related benefits, including but not limited to, all types of insurance, 111F benefits, longevity, retiree benefits, Workers' Compensation, unemployment insurance, etc.
3. Duty Hours and attendance at extracurricular school events/programs: The Chief of the Greenfield Police Department, or his designee, will coordinate the scheduling and work hours of the SRO. The SRO will notify school personnel of his/her schedule and any requests for time off.

C. Communication:

1. The SRO will consult on a daily basis with the school administration and teachers to coordinate student needs;
2. The SRO will advise the Superintendent and school administration of scheduled activities;
3. The SRO will coordinate his/her activities with the principal and staff members concerned and will seek permission, guidance and advice prior to enacting any programs within the school;

4. The SRO will coordinate his/her work hours and scheduling with the Chief of the Greenfield Police Department.
 - a. The SRO will communicate requests for time off to the building principal(s) at least two weeks in advance, whenever practicable.
- D. Law Enforcement Activity at School: The parties agree that the following protocols will be followed when police officers are on school grounds in non-emergency circumstances:
 1. Police will act through school administrators whenever they plan any law enforcement activity on school grounds;
 2. Prior to entering a school to conduct an investigation, arrest or search, officers will consider the necessity of such action based on:
 - a. The potential danger to persons;
 - b. The likelihood of destruction of evidence or other property;
 - c. The ability to conduct the investigation, arrest or search elsewhere.
 3. When taking a student into custody:
 - a. Officers should make reasonable efforts to avoid making arrests or taking students into custody on the school premises;
 - b. Whenever possible, students should be taken into custody out of sight and sound of other students.
- E. Training SROs:

The parties agree that the assigned SRO should receive training in the following areas:

 1. SRO basic training program which focuses on implementing effective community policing in schools;
 2. Restorative Justice;
 3. Conflict resolution and verbal de-escalation techniques;
 4. Bias-free policing, including implicit bias and cultural competence;
 5. 2015 MA Department of Elementary and Secondary Education (DESE) discipline regulations and school discipline policies/student code of conduct including due process;
 6. Child and adolescent development;
 7. Overview of mental health first aid/ intervention;
 8. Community and state resources and treatment options for youth coping with substance use disorder and/or mental health issues; plus, general prevention resources for youth;
 9. Physiology of Addiction (Dr. Ruth Potee video) and issues relating to youth and the opioid crisis;
 10. Issues relating to students with disabilities, including discipline;

11. Legal issues relating to juveniles, including search and seizure, interviewing juveniles, police access to students, confidentiality/privacy issues and permissible information sharing;
12. Juvenile diversion programs;
13. Teaching and classroom management strategies;
14. Children Requiring Assistance (CRA) process and proceedings in juvenile court;
15. Teen dating violence and healthy teen relationships;
16. Cyber safety, bullying and sexting; including training on conducting investigations;
17. Childhood trauma relating to child abuse and neglect and/or domestic violence;
18. How to effectively work with specific student groups such as students with disabilities, limited English proficiency and students who are lesbian, gay, bisexual and transgender (LGBT);
19. Understanding and protecting civil rights in schools.

F. Secure Office Space:

The Greenfield Public Schools agrees to provide the SRO with a private, appropriately furnished office at the High School which can be secured. This shall include, but is not limited to, a desk with drawers, chairs, filing cabinet for files and records that can be properly locked and secured, as well as a telephone and computer.

G. Additional Agreements: In order to fully implement the SRO Program, the parties further agree to:

1. Convene a School/Police Collaboration Team to monitor and assess the SRO Program;
 - a. The School Police Collaboration Team will be jointly established by the Superintendent and the Chief of Police for the Greenfield Police Department;
2. Distribute a copy of this Agreement to school and police personnel;
3. Provide necessary and regular staff training in order to implement the SRO Program;
4. Put into practice a graduated response to student misbehavior as outlined in III A 1-4 above;

V. ROLES AND RESPONSIBILITIES

A. School Administration and School Personnel

1. School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not

constitute violations of law, except to support staff in maintaining a safe school environment.

2. The school administrator agrees to ensure that school staff and faculty cooperate with police investigations and any subsequent actions related to crime or criminal activity on school premises or at school related events.

B. SRO:

The duties and responsibilities of the SRO will include, but are not limited to the following:

1. Promoting rapport with students and school staff in order to develop strong relationships between the school community and the police department;
2. Assisting school officials in maintaining a safe and healthy school environment;
3. The SRO's presence will help prompt rapid and positive responses to various situations as they arise;
4. Investigate crime committed on school grounds and coordinate whenever practical investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on school premises or at school functions;
5. The SRO will support advance planning for managing crises, including assisting with:
 - a. Incident response systems;
 - b. Assisting school administrators and crisis management teams with the development and coordination of emergency response plans in conjunction with other emergency responders;
 - c. Incorporating law enforcement into school crisis management teams;
 - d. Developing protocols for handling specific types of emergencies;
 - e. Rehearsing such protocols using drills, mock evacuations and lockdowns.
6. Providing guidance, acting as a positive role model and serving as a contact to support services both within and outside of the school environment;
7. Providing the school with additional educational resources by sharing his/her expertise in the classroom;
8. Working closely with the school staff and administrators to identify and provide preventive help and services to students and parents;
9. Presenting information on law enforcement and related legal topics to classes, assemblies and clubs, as well as to parents and community members;
10. Developing and maintaining current and in-depth knowledge of Restorative Justice, verbal de-escalation, and other relevant techniques consistent with school-based discipline practices;
11. Demonstrating a commitment to principles of Restorative Justice, minimum use of force, and non-criminal activities whenever possible in working with school-age youth;

12. Working with the staff at the schools to establish and operate such programs and activities in the school which are consistent with the SRO program;
13. Acting as a member of the school's Health Advisory Committee, Crisis Intervention Team, and Liaison with the District Attorney's office when appropriate;
14. Attending and participating in Community Based Justice Meetings mandated by G. L. c. 12, sec. 32, which are coordinated by the District Attorney's Office;
15. Maintaining confidentiality regarding student and staff matters pursuant to FERPA, personnel laws, and school committee policy; and consistent with the information sharing provisions of the Community Based Justice Program, G. L. c. 12, sec. 32;
16. Consulting on a daily basis with the school administration and teachers to coordinate student needs;
17. Attending administration meetings as requested by the Principals and Superintendent of Schools;
18. Be acquainted with school faculty and other staff and be knowledgeable of all school policies and procedures;
19. Assisting in the early identification of delinquent behavior and working with school staff and parents to prevent such activity from escalating;
20. Working with school staff to identify students who are at risk for violence and/or substance abuse;
21. Be flexible and understand the value of school administrative actions, and support them accordingly;
22. Working with school administrators with school administrators to identify and correct when necessary any school security procedures and environmental design changes that can, potentially, reduce crime in and around the school;
23. Keeping accurate records of student contacts, actions initiated, results achieved;
24. Reporting all incidents that will require further police action to the appropriate school administrator and/or department offices, as well as the Superintendent of Schools;
25. Investigating and following up on incidents requiring police intervention that occur at the school and keeping the administration appraised of the status;
26. Assisting in follow-up investigations being conducted by the police department involving students outside of school, and keep the administration appraised when appropriate to do so;
27. Meeting periodically with the school administration to discuss and evaluate the SRO program;
28. Making presentations to students, parents and staff members on a wide range of topics;
29. Referring troubled students to proper professional help with the school or outside agencies and acting as the liaison as appropriate; and informing appropriate school personnel of all referrals;
30. Assisting school officials in the enforcement of the truancy laws;
31. Working with the parents of runaway or delinquent students;

32. Providing information and follow up in regard to the Children Requiring Assistance (CRA) program within the juvenile court, to parents and school personnel.

VI. DATA COLLECTION AND MONITORING

The parties agree that they will provide baseline data for comparison purposes and regularly collect, share, monitor and report data needed to effectively implement this Agreement.

A. Data Collection:

1. Data collection should include a review of all aspects of the current school security environment and safety planning protocols;
2. On a quarterly basis, the following information will be collected:
 - a. School data: incident reports, non-criminal disorder incidents in school and in the vicinity of the school, number and types of disciplinary actions, incidents, referrals to police, attendance reports;
 - b. Police data: field contacts, calls for service, crime incident reports, citations, school-based arrests, referrals to diversion programs and court referrals.
 - c. Other data sources:
 - i. SRO activity log;
 - ii. Student, school staff and parent surveys;
 - iii. Referrals made by SRO to assist youth and families;
 - iv. Number of students advised; nature of counseling;
 - v. Parent and student informal counseling meetings;
 - vi. Trainings and presentations made by SRO;
 - vii. Community crime and violence data;
 - viii. Youth Risk Behavior Survey data.

VII. PROGRAM ASSESSMENT


The School Resource Officer Program will be assessed annually prior to the close of the school year and the evaluation will be conducted jointly between the Greenfield Police Department and the Greenfield Public Schools by the School/Police Collaboration Team jointly established by the Superintendent and Chief of Police.

VIII. DURATION AND MODIFICATION OF AGREEMENT

This Agreement shall become effective on 1/18/17 and shall remain in full force and effect until such time as the Agreement is modified by the consent of the parties. The Agreement may be modified at any time by an amendment to the Agreement. The parties will meet annually to review and, if necessary, modify and approve this Agreement.

NOW, THEREFORE, this MOU has been agreed to by the parties as indicated by the authorized signatures below:


For the Greenfield Public Schools:



Superintendent

9/15/16
Date

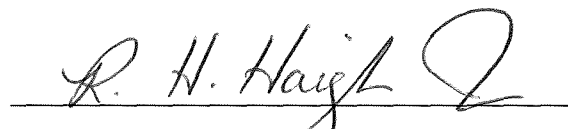
For the Greenfield School Committee:



Greenfield School Committee Chair

9/20/16
Date


For the Greenfield Police Department:



Chief of Police

9/22/16
Date

For the Northwestern District Attorney's Office:



District Attorney

1/18/17
Date

Ref: M.G.L. Chapter 71, Sec. 37P

* "Aim of restorative practices in school community: To develop community and to manage conflict and tensions by repairing harm and restoring relationships." - International Institute for Restorative Practices