

Memorandum of Understanding
Between
Shrewsbury Public Schools
and
Shrewsbury Police Department

This agreement (the “Agreement”) is made by and between the Shrewsbury Public Schools school district (the “District”) and Shrewsbury Police Department (the “Police Department”) (collectively, the “Parties”). The Chief of Police of the Police Department (the “Chief”) and the Superintendent of the District (“the Superintendent”) are each a signatory to this Agreement. Please note that the provisions of this Agreement in **bold typeface** are specifically required by law under G.L. c. 71, § 37P.

I. Purpose

The purpose of this Agreement is to formalize and clarify the partnership between the District and the Police Department to implement a School Resource Officer (“SRO”) program (the “Program”) in order to promote school safety; help maintain a positive school climate for all students, families, and staff; enhance cultural understanding between students and law enforcement; promote school participation and completion by students; facilitate appropriate information-sharing; and inform the Parties’ collaborative relationship to best serve the school community.

This memorandum is not intended to, does not, and may not be relied upon to create any rights, substantive or procedural, enforceable by any person in any civil or criminal matter.

II. Mission Statement, Goals, and Objectives

The mission of the Program is to support and foster the safe and healthy development of all students in the District through strategic and appropriate use of law enforcement resources and with the mutual understanding that school participation and completion is indispensable to achieving positive outcomes for youth and public safety.

The Parties are guided by the following goals and objectives (the “Goals and Objectives”):

- To foster a safe and supportive school environment that allows all students to learn and flourish regardless of race, religion, national origin, immigration status, gender, disability, sexual orientation, gender identity, and socioeconomic status;
- To promote a strong partnership and lines of communication between school and police personnel and clearly delineate their roles and responsibilities;
- To ensure that school personnel and SROs have clearly defined roles in responding to student misbehavior and that school administrators are responsible for code of conduct and routine disciplinary violations; and
- To encourage relationship-building by the SRO such that students and community members see the SRO as a facilitator of needed supports as well as a source of protection

III. Structure and Governance

The Parties acknowledge the importance of clear structures and governance for the Program. The Parties agree that communicating these structures to the school community, including teachers and other school staff, students, and families, is important to the success of the Program.

A. Process for Selecting SRO

The Parties acknowledge that the selection of the SRO is a critical aspect of the Program and that it is important for the Parties and the school community to have a positive perception of and relationship with the SRO.

In accordance with state law, the Chief shall assign an officer whom the Chief believes would foster an optimal learning environment and educational community and shall give preference to officers who demonstrate the requisite personality and character to work in a school environment with children and educators and who have received specialized training in child and adolescent cognitive development, de-escalation techniques, and alternatives to arrest and diversion strategies. The Chief shall work collaboratively with the Superintendent in identifying officers who meet these criteria and in selecting the officer who is ultimately assigned as the SRO.

In endeavoring to assign an SRO who is compatible with the school community, the Chief shall receive and consider input gathered by the Superintendent from the school principal(s) and representative groups of teachers, parents, and students, in addition to the Superintendent. **In accordance with state law, the Chief shall not assign an SRO based solely on seniority.**

B. Supervision of SRO and Chain of Command

The SRO shall be a member of the Police Department and report to their supervising officer within the Police Department chain of command. To ensure clear and consistent lines of communication, the SRO shall meet at least monthly with the principal of their host school and any other school officials identified in Section V.A. The SRO shall ensure that the principal remains aware of material interactions and information involving the SRO's work, including, but not limited to, arrests and searches of students' persons and property, consistent with Section V.D.

C. Integrating the SRO

The Parties acknowledge that proper integration of the SRO can help build trust, relationships, and strong communication among the SRO, students, and school personnel.

The District shall be responsible for ensuring that the SRO is formally introduced to the school community, including students, parents, and staff. The introduction shall include

information about the SRO's background and experience, the SRO's role and responsibilities, what situations are appropriate for SRO involvement, and how the SRO and the school community can work together, including how and when the SRO is available for meetings and how and when the school community can submit questions, comments, and constructive feedback about the SRO's work.

The SRO shall participate in any District and school-based emergency management planning. The SRO shall also participate in the work of any school threat assessment team to the extent any information sharing is consistent with obligations imposed by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g) (see further information in Section V).

D. Annual Review of the SRO and the SRO Program

In accordance with state law, the Chief and the Superintendent shall annually review the performance of the SRO and the success and effectiveness of the Program in meeting the Goals and Objectives. The review shall be conducted at the end of each school year in a meeting among the SRO, the Chief, and the Superintendent. A copy of the review shall be supplied to each attendee.

IV. Roles and Responsibilities of the SRO and School Administrators and Staff in Student Misbehavior

The Parties agree that school officials and the SRO play important and distinct roles in responding to student misbehavior to ensure school safety and promote a positive and supportive learning environment for all students.

Under state law, the SRO shall not serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers, and the SRO shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior.

The principal or his or her designee shall be responsible for student code of conduct violations and routine disciplinary violations. The SRO shall be responsible for investigating and responding to criminal misconduct. The Parties acknowledge that many acts of student misbehavior that may contain all the necessary elements of a criminal offense are best handled through the school's disciplinary process. The SRO shall read and understand the student code of conduct for the school.

The principal (or his or her designee) and the SRO shall use their reasoned professional judgment and discretion to determine whether SRO involvement is appropriate for addressing student misbehavior. In such instances, the guiding principle is whether misbehavior rises to the level of criminal conduct that poses (1) real and substantial harm or threat of harm to the

physical or psychological well-being of other students, school personnel, or members of the community or (2) real and substantial harm or threat of harm to the property of the school.

For student misbehavior that requires immediate intervention to maintain safety (whether or not the misbehavior involves criminal conduct), the SRO may act to deescalate the immediate situation and to protect the physical safety of members of the school community. To this end, school personnel may request the presence of the SRO when they have a reasonable fear for their safety or the safety of students or other personnel.

When the SRO or other Police Department employees have opened a criminal investigation, school personnel shall not interfere with such investigation or act as agents of law enforcement. To protect their roles as educators, school personnel shall only assist in a criminal investigation as witnesses or to otherwise share information consistent with Section V, except in cases of emergency. Nothing in this paragraph shall preclude the principal or his or her designee from undertaking parallel disciplinary or administrative measures that do not interfere with a criminal investigation.

A student shall only be arrested on school property or at a school-related event as a last resort or when a warrant requires such an arrest. The principal or his or her designee shall be consulted prior to an arrest whenever practicable, and the student's parent or guardian shall be notified as soon as practicable after an arrest. In the event of an investigation by the SRO that leads to custodial questioning of a juvenile student, the SRO shall notify the student's parent or guardian in advance and offer them the opportunity to be present during the interview.

In accordance with state law, the SRO shall not take enforcement action against students for Disturbing a School Assembly (G.L. c. 272, § 40) or for Disorderly Conduct or Disturbing the Peace (G.L. c. 272, § 53) within school buildings, on school grounds, or in the course of school-related events.

V. Information Sharing Between SROs, School Administrators and Staff, and Other Stakeholders

The Parties acknowledge the benefit of appropriate information sharing for improving the health and safety of students but also the importance of limits on the sharing of certain types of student information by school personnel. The Parties also acknowledge that there is a distinction between student information shared for law enforcement purposes and student information shared to support students and connect them with necessary mental health, community-based, and related services.

A. Points of Contact for Sharing Student Information

In order to facilitate prompt and clear communications, the Parties acknowledge that the principal (or his or her designee) and the SRO are the primary points of contact for sharing student information in accordance with this Agreement. The Parties also acknowledge that, in some instances, other school officials or Police Department

employees may serve as key points of contact for sharing information. Such Police Department employees are considered a part of the District's "Law Enforcement Unit" as defined in the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g).

B. Compliance with FERPA and Other Confidentiality Requirements

At all times, school officials must comply with FERPA. This federal statute permits disclosures of personally identifiable information about students contained in educational records ("Student PII"), without consent, only under specific circumstances.

FERPA does not apply to communications or conversations about what school staff have observed or to information derived from sources other than education records.

In addition to FERPA, the Parties agree to comply with all other state and federal laws and regulations regarding confidentiality, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and state student record regulations at 603 C.M.R. 23.00. The Parties agree to collect only that student information necessary and relevant to fulfilling their respective roles, to share such information with each other only where required or allowed under this Agreement, and not to share such information beyond the sharing contemplated in this Agreement unless required to be shared by state or federal law. The Parties shall not collect or share information on a student's immigration status except as required by law.

C. Information Sharing by School Personnel

1. For Law Enforcement Purposes

Where the principal or his or her designee learns of misconduct by a student for which a law enforcement response may be appropriate (as described in Section IV), he or she should inform the SRO. If a teacher has information related to such misconduct, he or she may communicate this information directly to the SRO but should also communicate such information to the principal or his or her designee. The Parties agree that the sharing of such information shall not and should not necessarily require a law enforcement response on the part of the SRO but shall and should instead prompt a careful consideration of whether the misconduct is best addressed by law enforcement action, by a school disciplinary response, or by some combination of the two.

Notwithstanding the foregoing, if student information is obtained solely during a communication with school staff deemed privileged or confidential due to the staff member's professional licensure, such communication shall only be disclosed with proper consent or if the communication is subject to the limits and exceptions to confidentiality and is required to be disclosed (e.g., mandatory reporting, immediate threats of harm to self or others). Additionally, if such student information is gathered

as part of a “Verbal Screening Tool for Substance Abuse Disorders,” such information shall only be disclosed pursuant to the requirements of G.L. c. 71, § 97.

The Parties acknowledge that there may be circumstances in which parents consent to the disclosure of student information for law enforcement purposes (e.g., as part of a diversion program agreement) and that the sharing of information under such circumstances does not violate this Agreement.

The Parties also acknowledge that, from time to time, an emergency situation may arise that poses a real, substantial, and immediate threat to human safety or to property with the risk of substantial damage. School personnel having knowledge of any such emergency situation should immediately notify or cause to be notified both the Police Department (or the SRO if appropriate to facilitate a response) and the principal or his or her designee. This requirement is in addition to any procedures outlined in the school’s student handbook, administrative manual, and/or School Committee policy manual.

D. Information Sharing by the SRO

Subject to applicable statutes and regulations governing confidentiality, the SRO shall inform the principal or his or her designee of any arrest of a student, the issuance of a criminal or delinquency complaint application against a student, or a student’s voluntary participation in any diversion or restorative justice program if:

- The activity involves criminal conduct that poses a (present or future) threat of harm to the physical or psychological well-being of the student, other students or school personnel, or to school property;
- The making of such a report would facilitate supportive intervention by school personnel on behalf of the student (e.g., because of the Police Department’s involvement with a student’s family, the student may need or benefit from supportive services in school); or
- The activity involves actual or possible truancy.

The SRO shall provide such information whether the activity takes place in or out of school, consistent with the requirements of G.L. c. 12, § 32 (Community Based Justice information-sharing programs) and G.L. c. 71, § 37H (setting forth potential disciplinary consequences for violations of criminal law).

When the SRO observes or learns of student misconduct in school for which a law enforcement response is appropriate (as described in Section IV), the SRO shall convey to the principal or his or her designee as soon as reasonably possible the fact of that misconduct and the nature of the intended law enforcement response, and when the SRO observes or learns of student misconduct that does not merit a law enforcement response, but that appears to violate school rules, the SRO shall report the misconduct whenever such reporting would be required for school personnel.

VI. SRO Training

In accordance with state law, the SRO shall receive ongoing professional development in:

- (1) child and adolescent development,**
- (2) conflict resolution, and**
- (3) diversion strategies.**

The SRO shall also receive certified basic SRO training on how to mentor and counsel students, work collaboratively with administrators and staff, adhere to ethical standards around interactions with students and others, manage time in a school environment, and comply with juvenile justice and privacy laws, to the extent that such training is available.

The SRO shall attend a minimum of 12 hours of training per year.

Where practicable, the District shall also encourage school administrators working with SROs to undergo training alongside SROs to enhance their understanding of the SRO's role and the issues encountered by the SRO.

VII. Effective Date, Duration, and Modification of Agreement

This Agreement shall be effective as of the date of signing.

This Agreement shall be reviewed annually prior to the start of the school year. This Agreement remains in full force and effect until amended or until such time as either of the Parties withdraws from this Agreement by delivering written notification to the other Party.

Upon execution of this Agreement by the Parties, a copy of the Agreement shall be placed on file in the offices of the Chief and the Superintendent. The Parties shall also share copies of this Agreement with the SRO, any principals in schools where the SRO will work, and any other individuals whom they deem relevant or who request it.

Joseph M. Sawyer, Ed.D.
Superintendent of Schools
Date: _____, 2021

Kevin Anderson
Chief of Police
Date: _____, 2021