

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NAUSET SCHOOLS, POLICE, AND DISTRICT ATTORNEY**

Nauset Regional School District  
Eastham Public Schools  
Orleans Public Schools  
Brewster Public Schools  
Wellfleet Public Schools  
Cape & Islands District Attorney's Office  
Eastham Police Department  
Orleans Police Department  
Brewster Police Department  
Wellfleet Police Department

**I. Intro**

This Memorandum of Understanding Between Nauset Schools, Police, and District Attorney (the "Agreement") is made by and between the Nauset Regional School District, Eastham Public Schools, Orleans Public Schools, Brewster Public Schools, and Wellfleet Public Schools (such school districts collectively, the "District"), the Cape & Islands District Attorney's Office (the "District Attorney's Office"), the Eastham Police Department, the Orleans Police Department, the Brewster Police Department, and the Wellfleet Police Department (such police departments collectively, the "Police Departments"). The Superintendent of Schools for the District, the District Attorney for the District Attorney's Office, and the respective Chief of Police for each Police Department (each "Chief"), are each a duly authorized signatory to this Agreement in their official capacity only and without any individual liability. The provisions of this Agreement are specifically required by section 37P of chapter 71 of the Massachusetts General Laws, as amended by Section 79 of chapter 253 of the Acts of 2020.

**II. Purpose**

The purpose of this Agreement is to formalize and clarify implementation of the relationship between the District and local Police Departments regarding the placement of a School Resource Officer ("SRO") at schools within the District (each "School") 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; and/or regarding the assignment of a School Liaison Officer for any School that does not have an SRO. Any references to the rights and responsibilities of an SRO as referenced herein shall apply only to a School/Police Department which has an SRO. This memorandum 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.

The fact that this Agreement exists among the above agencies shall be clearly stated in the Student Handbook for each school so that there will be no misunderstanding within the Nauset school community as to the cooperative atmosphere that exists between all involved parties.

### **III. Definitions:**

Any term used in this Agreement that is defined in M.G.L. c.71, §37P shall be given such definition for purposes of this Agreement unless a different definition is expressly provided herein or the context clearly requires otherwise. In addition to terms which may be defined in the body of this Agreement, this Agreement uses the following additional defined terms.

- A. Regional School Safety Committee: A committee of interested public safety officials and school officials which meet to discuss and suggest best practices in school safety to the school community and public safety community.
- B. School Liaison Officer: A duly sworn municipal police officer from the respective Police Department wherein a school is located, which is assigned, and acts, as the liaison and point of contact for a school which does not have a School Resource Officer (SRO) assigned therein.
- C. School Resource Officer (SRO): A duly sworn municipal police officer, or a special officer appointed by the chief of police, with all necessary training and up-to-date certificates, including special school resource officer certification as required by subsection (b) of section 3 of chapter 6E of the General Laws and is charged with: (i) providing law enforcement; (ii) promoting school safety and security services to elementary and secondary public schools; and (iii) maintaining a positive school climate for all students, families and staff.

### **IV. Agreement**

- A. The Parties agree to respond effectively and cooperatively to incidents of student delinquency, truancy, and criminal behavior for the benefit and protection of all students, teachers, and staff or any situation that places a student at risk. The joint effort of cooperative response will focus on incidents that take place on school property, at school sponsored events, and at other locations at which students of the District may assemble or be present for school related functions or events. We also agree to work in conjunction with the Cape and Islands District Attorney on community based juvenile justice programs pursuant to M.G.L. c.12, §32 and to maintain information relative thereto confidential and exempted from public dissemination to the extent permitted under state and federal law.
- B. This Agreement is entered into pursuant to the Laws of the Commonwealth of Massachusetts and pertains to issues of violence, attempted violence or threatened violence, the use, abuse and/or distribution of alcohol or other controlled substances, or other activities or incidents that would require a law enforcement response to a school, during any school sponsored activity (on or off school grounds), or involving students of

the Nauset Regional School District. It is to be read and implemented in conjunction with any and all policies, procedures, and reporting requirements set forth in the Nauset Regional School District Student Handbooks or otherwise maintained by the Nauset Regional School District.

- C. Appendix A: Role of Cape & Islands District Attorney, and Appendix B: School Security Camera Protocol, are hereby made a part of this Agreement.

## **V. Mission Statement, Goals, and Objectives**

- A. The mission is to facilitate relationship-building by the SRO such that students, faculty, staff, and community members see the SRO as contributing to a positive school climate. This will be realized by supporting and fostering the safe and healthy development of all students in all District schools through strategic and appropriate use of law enforcement resources and with the mutual understanding that school participation and completion are indispensable to achieving positive outcomes for youth and public safety.
- B. The Parties are guided by the following goals and objectives (the “Goals and Objectives”):
1. 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, gender expression, or socioeconomic status;
  2. To promote a strong partnership and communication between school and police personnel and clearly delineate their roles and responsibilities;
  3. To establish a framework for principled conversation and decision-making by school and police personnel regarding student conduct and students in need of services;
  4. To ensure that school personnel and SROs have clearly defined roles in responding to student conduct and that school administrators are responsible for code of conduct and routine disciplinary violations;
  5. To minimize the number of students unnecessarily out of the classroom, arrested at school, or court-involved;
  6. 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;
  7. To provide requirements and guidance for training, including SRO training required by law and consistent with best practices and training for school personnel as to when it is appropriate to request SRO intervention;

8. To outline processes for initiatives that involve the SRO and school personnel, such as violence prevention and intervention and emergency management planning, that can be provided upon request; and
  9. To offer presentations and programming to the school focusing on criminal and juvenile justice issues; community and relationship building; and prevention, health, and safety topics.
- C. Nothing in this Agreement shall limit an officer's ability to exercise lawful authority consistent with all laws of the Commonwealth.

#### **VI. Roles and Responsibilities of the SRO and School Administrators and Staff in Student Conduct**

- A. The Parties agree that school officials and the SRO play important and distinct roles in responding to student conduct to ensure school safety and promote a positive and supportive learning environment for all students.
- B. Under state law, the SRO shall not (i) serve as school disciplinarian, enforcer of school regulations, or in place of licensed school psychologists, psychiatrists, or counselors; or (ii) use police powers to address traditional school discipline issues, including non-violent disruptive behavior.
- C. The principal or principal's designee shall be responsible for student code of conduct violations and routine disciplinary violations. The SRO shall be responsible for investigating and responding to potential criminal or delinquent offenses as well as student conduct that requires immediate intervention to maintain safety, as described below. The Parties acknowledge that many acts of student conduct 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 both the District and the school and seek clarification on any questions the SRO has.
- D. The principal or principal's designee and the SRO shall use their reasoned professional judgment and discretion to determine whether SRO involvement is appropriate for addressing student conduct. In such instances the guiding principle is whether conduct rises to the level of criminal and delinquent conduct that (1) poses substantial harm to the physical well-being of another person or (2) is willful and malicious and causes substantial harm to the property of the school or (3) constitutes the taking of property of substantial value belonging to another with intent to permanently deprive the property owner of the property. The Parties acknowledge that it may be appropriate for school administrators rather than the SRO deal with low-level offenses including but not limited to misdemeanor allegations of threats, assault and battery, larceny, receiving stolen property, and willful, malicious, or wanton destruction or injury to personal property. School staff shall not ask an SRO to serve as a school disciplinarian or enforcer of school regulations.

- E. In instances of student conduct that do not require a law enforcement response, including any incident involving misconduct by a student under 12 years of age, the principal or principal's designee shall determine the appropriate disciplinary response, allowing the student to remain in school unless doing so would pose a serious safety or security risk. The principal or principal's designee should prioritize school or community-based accountability programs and services, including but not limited to, peer mediation, restorative justice, and mental health resources, whenever possible.
- F. For student conduct that requires immediate intervention to maintain safety (whether or not the conduct involves criminal conduct), the SRO may act to de-escalate the immediate situation (where feasible) 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 and articulable fear of an imminent threat to their safety or the safety of students or other personnel.
- G. The SRO shall inform the principal or principal's designee, where practicable, to facilitate supportive intervention by school staff on behalf of the student in an emergency situation where a student may be in immediate need of emergency medical or psychological assistance. Such intervention is appropriate when a school nurse, psychologist, or social worker is not available, and the SRO believes that failure to intervene would create a substantial likelihood of serious harm to the student, other students, school personnel or result in destruction to school property by reason of mental illness or psychological trauma.
- H. 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 assist in a criminal investigation only as witnesses or to otherwise share information consistent with this Agreement, except in cases of emergency. Nothing in this paragraph shall preclude the principal or principal's designee from undertaking parallel disciplinary or administrative measures that do not interfere with a criminal investigation.
- I. The SRO shall consult with the principal or principal's designee prior to an arrest whenever practicable, and the student's parent or guardian shall be notified as soon as practicable after an arrest. A summons is the preferred method for bringing all juveniles to court unless there is reason to believe the juvenile will not appear upon a summons. 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/guardian or interested adult in advance and offer them the opportunity to be present during the interview.
- J. In accordance with state law, the SRO shall not take enforcement action against students for Disturbing a School Assembly (M.G.L. c.272, §40) or for Disorderly

Conduct or Disturbing the Peace (M.G.L. c.272, §53) within school buildings, on school grounds, or in the course of school-related events.

- K. At least annually, it shall be the responsibility of the District to provide training and information to educators and other school staff on the distinct roles of school administration and SROs in addressing student conduct, consistent with this Agreement, as well as the Standard Operating Procedures accompanying this Agreement.

## **VII. The Process for Selecting the SRO**

- A. The Parties acknowledge that the selection of the SRO is important to achieving the purpose, goals, and objectives of this Agreement, and that it is important for the Parties and the school community to have a positive perception of and relationship with the SRO.
- B. In accordance with state law, and subject to the agreed upon mutual funding of the SRO positions by the interested parties, and subject to adequate Police Department staffing levels for public safety in the respective Police Departments, the Chief of Eastham Police shall assign at least (1) SRO to Nauset Regional High School, and the Chief of Orleans Police shall assign at least (1) SRO to Nauset Regional Middle School whom each 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 including, but not limited to: continuing professional development in child and adolescent development, conflict resolution and diversion strategies, de-escalation tactics, trauma informed practices, diversity, equity, and inclusion, behavioral health and any other training required by the Municipal Police Training Committee established in Section 116 of Chapter 6. The Chief of Police, or any employee of the state police assigning an officer, 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 the event the relevant parties determine that that an SRO will be assigned in any School/Police Department not identified in this Paragraph, such SRO shall be subject to the applicable provisions of this Agreement.
- C. School administrators effort will be made to work out disagreements with the SRO within the school setting. Should those efforts fail, disagreements will be referred to the Police Chief and the Superintendent, and a meeting shall be conducted with the School Resource Officer to mediate or resolve any problems. In the event the problem cannot be mediated/resolved, the Superintendent may request assignment of a different SRO.
- D. In the event a principal of a school to which the SRO is assigned feels that the SRO is not effectively performing their duties and responsibilities, the principal shall contact the Superintendent. Within a reasonable amount of time after the Superintendent receives this information, the Superintendent may notify the Chief of Police or their designee, and a meeting shall be conducted with the School Resource Officer to mediate or resolve any

problems. In the event the problem cannot be mediated/resolved, the Superintendent may request assignment of a different SRO.

- E. Should the Superintendent request assignment of an SRO and the Chief, in consultation with the Superintendent, determines there are not sufficient resources to assign an SRO to serve the school, the Chief shall consult with the Department of State Police regarding the option of an officer being assigned, subject to appropriation, and pursuant to all requirements under the Agreement and governing state law (e.g., regarding SRO training).
- F. The Chief shall consider the following additional factors in the selection of the SRO:
  - 1. Proven experience working effectively with youth;
  - 2. Demonstrated ability to work successfully with a population that has a similar racial and ethnic makeup and language background as those prevalent in the student body, as well as with persons with physical and mental disabilities, including persons with special educational needs, persons on the autism spectrum, and persons with behavioral health challenges;
  - 3. Demonstrated commitment to making students and school community members of all backgrounds feel welcomed and respected;
  - 4. Demonstrated commitment to de-escalation, diversion, and/or restorative justice, and an understanding of crime prevention, problem-solving, and community policing in a school setting;
  - 5. Knowledge of school-based legal issues (e.g., confidentiality, consent), and demonstrated commitment to protecting students' legal and civil rights;
  - 6. Knowledge of school safety planning and technology;
  - 7. Demonstrated commitment and ability to engage in outreach to the community;
  - 8. Knowledge of school and community resources; and
  - 9. A record of good judgment and applied discretion, including an absence of validated complaints and lawsuits, documented in annual reviews conducted pursuant to this Agreement.
- G. 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.

H. The Chief shall consider actual or apparent conflicts of interest, including whether an officer is related to a current student at the school to which the officer may be assigned as an SRO. As part of the application process, officers who are candidates for an SRO position shall be required to notify the Chief about any relationships with current students or staff members or students or staff members who are expected to join the school community (e.g., children who are expected to attend the school in the coming years). Any SRO who has a familial or other relationship with a student or staff member that might constitute an actual or apparent conflict of interest shall be required to notify the SRO's appointing authority at the earliest opportunity. The appointing authority shall determine the appropriate course of action, including whether to assign another officer to respond to a particular situation, and will advise the SRO and the District accordingly. Nothing in this paragraph is intended to limit the ability of the SRO to respond to emergency situations in District schools.

### **VIII. Annual Review of the SRO**

- A. In accordance with state law, the Chief and the Superintendent shall annually review the performance of the SRO, including the success and effectiveness in meeting the goals and objectives of this Agreement. The review shall be conducted at the end of each school year in a meeting among the SRO, the Chiefs, and the Superintendent. A copy of the review shall be supplied to each attendee.
- B. The Chief and Superintendent shall jointly develop and agree in advance on the metrics for measuring the SRO's performance. The review shall include measures that reward the SRO's performance, subject to the terms of any applicable collective bargaining agreements, for compliance with the terms of this Agreement and the SRO's contributions to achieving the mission, purpose, goals, and objectives as set forth in this Agreement. The review shall consider SRO efforts to prevent unnecessary student arrests, citations, court referrals, and other use of police authority. The review shall also assess the extent of the SRO's positive interactions with students, families, and staff and the SRO's participation in collaborative approaches to problem-solving, prevention, and de-escalation.
- C. The Chief and Superintendent shall provide a mechanism for receiving feedback from the school community, including principal(s), teachers, students, and families of the school(s) to which the SRO is assigned. The Chief shall seriously consider any such feedback and shall make a good faith effort to address any concerns raised; however, the final selection and assignment of the SRO shall be within the sole discretion of the Chief. If the Superintendent recommends that the SRO not be assigned to a specific school, the Chief shall provide an explanation of any decision to maintain the SRO's assignment.
- D. The Police Departments and the District agree to provide their relevant employees with training relative to this Agreement and its purpose. The parties also agree to maintain regular and open communication to evaluate the effectiveness of this Agreement and suggest improvements and adjustments that may be necessary.



## **IX. Mechanisms to Incorporate the SRO into the School Environment, including School Safety Meetings**

- A. The Parties acknowledge that proper integration of the SRO can help build trust, relationships, and strong communication among the SRO, students, and school personnel.
- B. 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 introduction for parents shall include written information on procedures for communicating with the SRO in languages other than English. The SRO shall also initiate communications with students and teachers to learn their perceptions regarding the climate of their school.
- C. The SRO shall regularly be invited to and attend staff meetings, assemblies, and other school convenings. The SRO shall also be invited to participate in educational and instructional activities, such as instruction on topics relevant to criminal justice and public safety issues. SROs may participate in and may help develop a variety of other training opportunities for public safety and/or other criminal justice issues, such as those that prevent substance abuse, vaping, distracted driving, etc. If the District has access to a student rights training through a community partner or the District Attorney's Office, the school shall consider offering such a training to students, where practicable, at the start of each school year. The SRO shall make reasonable efforts to attend such training. The SRO shall not be utilized for support staffing, such as hall monitor, substitute teacher, or cafeteria duty.
- D. The Parties acknowledge that the SRO may benefit from knowledge of accommodations or approaches that are required for students with mental health, behavioral, or emotional concerns who have an individualized education program ("IEP") under the Individuals with Disabilities Education Act or a plan under Section 504 of the Rehabilitation Act ("504 Plan"). School personnel shall notify parents or guardians of such students of the opportunity to offer the SRO access to the portions of the IEP document or 504 Plan that address these accommodations or approaches. It is within the sole discretion of the parents or guardians to decide whether to permit the SRO to review such documents. The consent of the parent or guardian must be informed and in writing. The consent must specifically designate the exact IEP or 504 Plan documents to be shared, describe the purpose for sharing the record, and specifically authorize access to the SRO. Whenever possible, the school shall make available a staff member who can assist the SRO in understanding such documents and, as appropriate, take other actions to help the student, the student's family, and the SRO to develop a positive relationship.
- E. 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).

#### **X. Information Sharing Between SROs, School Safety Committee Members, School Liaison Officers, School Administrators and Staff, and Other Stakeholders**

A. 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 there are distinctions between personally identifiable information about students contained in education records and information about students not contained in such records as well as 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.

#### **B. Points of Contact for Sharing Student Information**

1. In order to facilitate prompt and clear communications, the Parties acknowledge that the principal (or principal's designee) and the SRO are the primary points of contact for sharing all types of 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 school officials and Police Department employees are identified below:

- a. Chief of Police – Eastham or their designee
- b. Chief of Police – Orleans or their designee
- c. Chief of Police – Brewster or their designee
- d. Chief of Police – Wellfleet or their designee
- e. District School Safety Committee
- f. School Liaison Officers
- g. Superintendent of Schools
- h. Assistant Superintendent of Schools
- i. Director of Pupil Services
- j. District Attorney's Office

2. Such law enforcement 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).

#### **C. Compliance with FERPA, Massachusetts Student Record Laws, and Other Confidentiality Requirements**

1. At all times, school officials must comply with the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) (FERPA), and the Massachusetts Student Records Regulations, 603 CMR 23.00. These rules permit disclosures of personally identifiable information about students ("Student PII") contained in educational records, without consent, only under specific circumstances.

2. When the District “has outsourced institutional services or functions” to the SRO consistent with 34 CFR 99.31(a)(1)(i)(B) and 603 CMR 23.07(3), the SRO can qualify as a “school official” who can access, without consent, Student PII contained in education records about which the SRO has a “legitimate educational interest.” To demonstrate compliance with 34 CFR 99.31(a)(1)(i)(B), the Parties affirm and agree to the following:
  - a. School safety is an institutional service for which the District would otherwise use its employees.
  - b. The District will only disclose to SROs Student PII in education records for the purposes consistent with this Agreement.
  - c. The SRO is subject to use and re-disclosure requirements in FERPA and the Massachusetts Student Records Regulations, 34 C.F.R. §99.33(a), 603 CMR 23.07(4). The SRO will use Student PII contained in education records only for the purposes described in paragraph 2 (directly above) of this section and will not re-disclose Student PII contained in education records to outside parties, who are not “school officials,” without consent or unless the disclosure satisfies an exception to FERPA or the Massachusetts Student Records Regulations.
  - d. The District will update its annual notification, required under 34 CFR 99.37(a) and 603 CMR 23.10, to include SROs as “school officials” and to describe purposes from paragraph 2 (directly above) of this section among “legitimate educational interests” for accessing education records. If the District does not update the annual notification accordingly, the SRO’s access will be limited to education records not containing Student PII, non-education records containing Student PII, and education records containing Student PII disclosed for health and safety emergencies, as described in 34 C.F.R. §§99.31(10), 99.36.
3. Consistent with 34 C.F.R. §§99.31(10) and 99.36 of FERPA, the SRO (or other Police Department employee identified in this Agreement) may gain access, without consent, to Student PII contained in education records “in connection with an emergency if knowledge of the [Student PII] is necessary to protect the health or safety of the student or other individuals.”
4. FERPA and the Massachusetts Student Records Regulations apply only to Student PII contained in education records. These rules do not apply to Student PII contained in records of a Law Enforcement Unit or to communications or conversations about what school staff have observed or derived from sources other than education records.
5. In addition to FERPA and the Massachusetts Student Records Regulations, the Parties agree to comply with all other state and federal laws and regulations regarding confidentiality, including, as applicable, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other rules that protect data privacy. 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 disclose such information beyond what is contemplated in this Agreement unless required by state or federal law. The Parties shall not collect or disclose information on a student's immigration status except as required by law.

#### **D. Disclosure to a Law Enforcement Officer or Agency**

As required by section 37L of chapter 71 of the General Laws, school department personnel and SROs shall not disclose to a law enforcement officer or agency, including local, municipal, regional, county, state and federal law enforcement, through an official report or unofficial channels, including, but not limited to, text, phone, email, database and in-person communication, or submit to the department of state police's Commonwealth Fusion Center, the Boston Regional Intelligence Center or any other database or system designed to track gang affiliation or involvement, any information relating to a student or a student's family member from its databases and other recordkeeping systems including: (i) immigration status; (ii) citizenship; (iii) neighborhood of residence; (iv) religion; (v) national origin; (vi) ethnicity; or (vii) suspected, alleged, or confirmed gang affiliation, unless it is germane to a specific unlawful incident or to a specific prospect of unlawful activity the school is otherwise required to report. Nothing in this paragraph shall prohibit the sharing of information: (i) for the purposes of completing a report pursuant to section 51A of chapter 119; (ii) upon the specific, informed written consent of the eligible student, parent or guardian; (iii) to comply with a court order or lawfully issued subpoena; (iv) in connection with a health or safety emergency pursuant to the provisions of 603 C.M.R. 23.07(4)(e); or (v) for the purposes of filing a weapon report with the local chief of police pursuant to this section.

#### **E. Information Sharing by School Personnel**

##### **1. For Law Enforcement Purposes**

- a. Where the principal or principal's designee learns of conduct by a student for which a law enforcement response may be appropriate (as described in this Agreement), the principal should inform the SRO (or the Police Department). If a teacher has information related to such conduct, the teacher should communicate such information to the principal or the principal's designee. The Parties agree that the sharing of such information does not necessarily require a law enforcement response on the part of the SRO (or the Police Department) but shall and should instead prompt a careful consideration of whether the conduct is best addressed by law enforcement action, by a school disciplinary response, some combination of the two, or by other alternative school-based methods that may include but are not limited to: restorative practices, positive behavior interventions and supports, mediation, conflict resolution and other evidence-based strategies.

- b. 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 M.G.L. c.71, §97.
- c. The Parties acknowledge that there may be circumstances in which parents or guardians 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.
- d. 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 principal's designee. This requirement is in addition to any procedures outlined in the school's student handbook, administrative manual, and/or School Committee policy manual.
- e. Nothing in this section or this Agreement shall prevent the principal or principal's designee from reporting possible criminal conduct by a person who is not a student.
- f. Nothing in this section or this Agreement shall prevent school personnel from complying with reporting requirements in state law, including those found in M.G.L. c.71, §§37L and 37O and M.G.L. c.269, §18.

## **2. For Non-Law Enforcement Purposes**

- a. Based on their integration as part of the school community, SROs, or a School Liaison Officer, may periodically require access to student information for purposes that fall outside of the SRO's law enforcement role outlined in this Agreement.
- b. Student information received by the SRO (or other Police Department employee identified in this Agreement) that is not related to criminal conduct risking or causing substantial harm shall not be used to take law enforcement action against a student but may be used to connect a student or family with services or other supports. Prior to such a disclosure, whenever possible, the principal or principal's designee shall notify the student's parent/guardian, the student, or both, when such information will be shared with the SRO.

## **F. Information Sharing by the SRO or School Liaison Officer**

1. Subject to applicable statutes and regulations governing confidentiality, the SRO or a School Liaison Officer shall inform the principal or principal's designee of any arrest of a student, the issuance of a criminal or delinquency complaint application against a student, the SRO's or School Liaison Officer's perception that a student may be in immediate need of emergency medical or psychological assistance, or a student's voluntary participation in any diversion or restorative justice program if:
  - a. The activity involves criminal or delinquent conduct that poses a (present or future) threat of harm to the physical well-being of the student, other students or school personnel, or school property; or
  - b. The making of such a report would facilitate supportive intervention by school personnel on behalf of the student (e.g., because the Police Department and/or SRO may be aware of a situation outside of school suggesting the student may benefit from supportive services in school).
  - c. The activity involves actual or possible truancy.
2. The SRO or School Liaison Officer shall provide such information whether the activity takes place in or out of school, subject to the requirements of M.G.L. c.12, §32 (Community Based Justice information-sharing programs) and M.G.L. c.71, §37H (setting forth potential disciplinary consequences for violations of criminal law).
3. When the SRO observes or learns of student conduct in school for which a law enforcement response is appropriate (as described in this Agreement), the SRO shall convey to the principal or principal's designee as soon as reasonably possible the fact of that conduct and where practicable 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 to the principal or principal's designee whenever such reporting would be required for school personnel.

## **XI. Organizational Structure, including Supervision of SROs, Lines of Communication between the School District and Police Department, and Complaint Resolution**

- A. The SRO and/or School Liaison Officer shall be a member of the Police Department and report directly to the supervising officer of the respective Police Department. During extenuating circumstances or events, an officer from another jurisdiction may be temporarily assigned as an acting SRO or School Liaison Officer, with the approval of the Superintendent, Principal, and Police Chiefs of the jurisdictions involved. The guidelines established in this agreement will still be applicable to the temporary SRO or School Liaison Officer. To ensure clear and consistent lines of communication, the SRO

shall meet regularly with the Principal and any other school officials. The SRO or School Liaison Officer shall ensure that the Principal remains aware of material interactions and information involving the SRO's or School Liaison Officer's work, including, but not limited to, arrests and searches of students' persons and property, consistent with this document.

- B. The SRO shall be designated as a special employee of the District and shall report directly to the principal or principal's designee in their school. To ensure clear and consistent lines of communication, the SRO shall meet at least monthly with the principal or principal's designee and any other school officials identified in this Agreement. 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 this Agreement.
- C. The SROs are employees of the Police Departments of their respective towns. The District shall pay based on the agreement with each town toward the salary of the SROs. The benefits and training of the SROs shall be covered by the respective town through the Police Department budget. The District will provide a secure office space for each SRO. This space may be shared by more than one officer, and access to any school-based technology as deemed appropriate by the District. The Police Department shall be responsible for providing any other equipment necessary for the SRO's day to day duties.
- D. It is understood that school officials are not agents of the Police Departments, and the Police Departments and their respective Officers are not agents of the school. The District reserves the right to search all school property and personal property brought onto school property for contraband, controlled substances, or weapons in accordance with state laws and school policy.
- E. The District, upon mutual agreement with the Police Department(s), the Barnstable County Sheriff's Department, or other law enforcement agencies, as applicable, may utilize police dogs to search and check school buildings and property, including student lockers and vehicles for controlled substances on a random basis. To the extent possible, precautions will be taken by the police and school officials at all times to ensure the educational process is not disrupted.
- F. The Parties shall develop and implement a simple and objective complaint resolution system for all members of the school community to register concerns that may arise with respect to the SRO. The system shall comply with Police Department policies and shall provide for timely communication of the resolution of the complaint to the complainant. The system shall also allow parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the SRO consistent with the SRO's due process rights and any applicable employment protections.
- G. All students, parents, guardians, teachers, and administrators shall be informed of the complaint resolution system and procedures at the beginning of each school year. Upon

execution, the complaint resolution system should be placed on file at the office of the Chief, the Superintendent, and the Department of Elementary and Secondary Education.

- H. The Parties shall develop and implement a system that allows for the SRO and other Police Department officers to register concerns, including concerns about misconduct by teachers or administrators, that may arise.

#### **I. School Safety Meetings**

- 1. The undersigned agencies have a common responsibility to deter and prevent violent criminal, disruptive or delinquent conduct which poses a threat to the Nauset school community. To that end, and pursuant to M.G.L. c.12, §32, the parties will conduct regularly scheduled confidential safety meetings to discuss and assess specific events or activities of particular individuals whose conduct may pose a threat to the safety of the school community.
- 2. These confidential meetings shall bring together school administrators, police officers, prosecutors, and representatives from the Department of Probation, Youth Services and Social Services, as appropriate to share felony information about court-involved and at-risk youth to the extent permitted by law. These meetings will also address general safety issues, specific safety issues, and planning for appropriate action to address legitimate safety concerns.

#### **XII. Training for SROs**

- A. In accordance with section 23 of chapter 253 of the Acts of 2020, SROs shall be required to complete the training provided to SROs by the Municipal Police Training Committee, including but not limited to the following trainings:
  - 1. the ways in which legal standards regarding police interaction and arrest procedures differ for juveniles compared to adults;
  - 2. child and adolescent cognitive development, which shall include instruction on common child and adolescent behaviors, actions and reactions as well as the impact of trauma, mental illness, behavioral addictions such as gaming and gambling disorder, and developmental disabilities on child and adolescent development and behavior;
  - 3. engagement and de-escalation tactics that are specifically effective with youth;
  - 4. strategies for resolving conflict and diverting youth in lieu of making an arrest;
  - 5. hate crime identification and prevention training curriculum including acquisition of practical skills to prevent, respond to and investigate hate crimes and hate incidents and their impact on victim communities;



6. anti-bias, anti-racism and anti-harassment strategies;
  7. identification of youth at risk of or who are being commercially sexually exploited;
  8. bullying and cyberbullying; and
  9. helping school resource officers interact effectively with school personnel and victim communities and building public confidence with cooperation with law enforcement agencies.
- B. Additional areas for continuing professional development may include but are not limited to:
1. Restorative justice practices;
  2. conflict resolution and diversion strategies;
  3. diversity, equity, and inclusion;
  4. behavioral health;
  5. Implicit bias and disproportionality in school-based arrests based on race and disability;
  6. Cultural competency in religious practices, clothing preferences, identity, and other areas;
  7. Mental health protocols and trauma-informed care;
  8. Positive behavior interventions and supports;
  9. Training in proper policies, procedures, and techniques for the use of restraint;
  10. Teen dating violence and healthy teen relationships;
  11. Relationship building and positive youth development;
  12. Understanding and protecting civil rights in schools;
  13. Special education law;
  14. Student privacy protections and laws governing the release of student information;

15. School-specific approaches to topics like bullying prevention, cyber safety, emergency management and crisis response, threat assessment, and social-emotional learning
- C. 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.
- D. The SRO shall attend a minimum of 12 hours of training per year.
- E. 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.

### **XIII. Data Collection and Reporting**

In accordance with section 37P(d) of chapter 71 of the General Laws, “[a]nnually, not later than August 1, the superintendent shall report to the department of elementary and secondary education and publicly present to the relevant school committee: (i) the cost to the school district of assigning a school resource officer; (ii) a description of the proposed budget for mental, social or emotional health support personnel for the school; and (iii) the number of school-based arrests, citations and court referrals made in the previous year disaggregated as required by the department of elementary and secondary education.” To accomplish this, the Parties agree that:

- A. The Superintendent shall submit such reports and data to the Department annually, not later than August 1, according to the guidance and rules contained in relevant Data Handbooks issued by the Department. With respect to item (iii) above, the Department must receive individual student level data from the District on school-based arrests, citations and court referrals made in the previous academic year.
- B. The Chief agrees to provide the District with regular access to data in their possession, on an individual level, as needed to fulfill the District's data reporting responsibilities.
- C. The SRO and school administrators shall work together to ensure the proper collection and reporting of data on school-based arrests, citations, and court referrals of students, consistent with regulations promulgated the Department of Elementary and Secondary Education.

### **XIV. Accompanying Standard Operating Procedures**

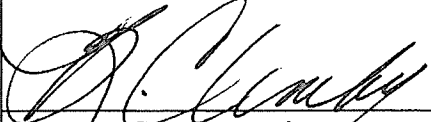
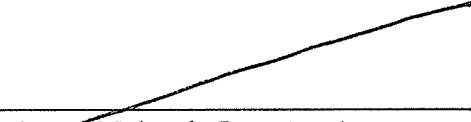
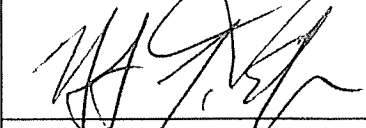
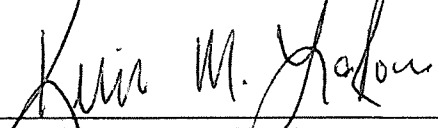

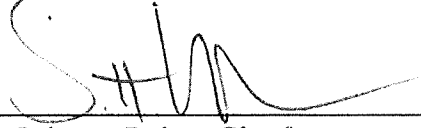
- A. The Chief, in consultation with the Superintendent, shall establish operating procedures to provide guidance to SROs about daily operations, policies, and procedures. At a minimum, the operating procedures as established by the Chief shall describe the following for the SRO and shall be consistent with this Agreement:

1. SROs will wear the standard uniform at the request of the Chief of Police. When they do not wear a standard uniform they should be professionally dressed and identifiable as police officers.
2. When assigned to a particular school the minimum duty hours are all school hours of the school.
3. Use of police force, arrest, citation, and court referral on school property, which must fall within Police Department protocols and any school-related procedures identified in this Agreement.
4. Chain of command, including delineating to whom the SRO reports and how school administrators and the SRO work together. The SRO and building principal are expected to work collaboratively. In most settings this would involve daily communication. However, if daily communication is not possible, communication should occur regularly. While on duty at the school the Principal should be consulted in all matters of concern to the SRO.
5. The principal or principal's 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. This does not preclude questioning student witnesses without prior parental consent.
6. statement and description of students' legal rights, including the process for searching and questioning students and circumstances requiring notification to and presence of parents and administrators.
7. If an SRO is called upon to intervene in situations beyond the role prescribed for them herein, the SRO should refer the person back to the principal or principal's designee.
8. Performance evaluation standards, which should align with Police Department standards and shall incorporate monitoring compliance with this Agreement and use of arrest, citation, and police force in school.
9. Protocols for diverting and referring at-risk students to school and community-based supports and providers.
10. Guidelines on confidentiality and information sharing between the SRO, Police Department employees, school staff, and parents or guardians.

**XV. Effective Date, Duration, Applicability, and Modification of Agreement**

- A. This Agreement shall be effective as of the date of signing.
- B. This Agreement shall be reviewed annually prior to the start of the school, and at the initial safety meeting. 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.
- C. Upon execution of this Agreement by the Parties, a copy of the Agreement shall be placed on file in the offices of each Chief and the Superintendent. The District or school shall annually file the Agreement with the Department of Elementary and Secondary Education. The Parties shall also provide this Agreement to the SRO, School Liaison Officer, the principals of any schools where the SRO will work, and any other individuals whom they deem relevant or who request it.

**SIGNATURES**

 09/27/23	
Nauset Superintendent Date	Cape & Islands District Attorney Date
 9/28/23	 9/28/23
Brewster Police Chief Date	Wellfleet Police Chief Date
 9/28/23	 9/28/23
Eastham Police Chief Date	Orleans Police Chief Date

## APPENDIX A: ROLE OF CAPE & ISLANDS DISTRICT ATTORNEY

- I. In the spirit of the legislative mandate regarding communication between the district attorney, law enforcement and school officials, as included in General Laws, Chapter 12, Section 32, and to assist the Nauset Regional School District in providing a safe environment for learning, in accordance with the legislative mandate set forth in M.G.L. c.71, §37H and among others, the Cape and Islands District Attorney's Office, through its designees, agrees to:
  - A. Report to the school any felony (criminal or delinquency) that is issued against a defendant or juvenile who is known to be a student of the Nauset Regional School District;
  - B. Provide to the school the facts underlying any incident which the Cape and Islands District Attorney is considering diverting a student in lieu of prosecution where the student is known to attend the Nauset Regional School District and the incident occurred on school grounds or at any school related activities;
  - C. Report to the school any adjudication of delinquency or conviction, or other significant occurrence that arises from any above criminal or delinquency proceeding;
  - D. Consider information received from Nauset Regional School District and the Police Departments when fashioning proposed terms and conditions to be imposed upon a known student of the Nauset Regional School District at both the preadjudication and post-adjudication stages of the prosecution; and
  - E. Consider information received from Nauset Regional School District and the Police Departments when deciding whether to divert a known student in lieu of prosecution or to prosecute a student as a Youthful Offender.
- II. The information that falls within the definition of criminal offender record information (CORI) set forth in M.G.L. c.6, §167 shall be provided to the Nauset Regional School District Superintendent of Schools after the Superintendent has applied for and been granted certification by the Department of Criminal Justice Information System (DOTS) to access CORI in accordance with the provisions of M.G.L. c.6, §172 in order to comply with the provisions of M.G.L. c.71, §§37H, 37H 1/2, and 37H 3/4. The Superintendent shall coordinate the distribution of information to Principals who have completed an Agreement of Nondisclosure (AOND) and have been approved by the DCJIS to have access to such information. The information may include summary police reports and statements of the student when requested by the Superintendent; however, prior to any such information being provided to the Superintendent, the police departments that are parties to this agreement shall redact the names of victims as required by M.G.L. c.258B and witnesses that are not necessary for the safety of the schools.

- III. The Cape and Islands District Attorney agrees to provide training to the DA's staff to inform them of their roles and responsibilities under this agreement. On an ongoing basis, the same training will be provided to new staff members.
  
- IV. The Cape and Islands District Attorney will not disclose a student's personally identifiable information learned during and/or in relation to a M.G.L. c.12, §32 community-based justice meeting to a third party other than another juvenile justice system agency and/or as provided by state and federal law.

## **APPENDIX B: SCHOOL SECURITY CAMERA PROTOCOL**

### **I. Purpose**

The Nauset Regional School Committee and Superintendent have authorized the use of video cameras throughout the Nauset Regional School District for the purpose of enhancing school safety and security (the "security camera system"). The security camera system is under the custody and control of the District. Our goals are to promote and foster a safe and secure teaching and learning environment for students and staff, to ensure public safety for community members who visit or use our school property, and to diminish the potential for personal and district loss or destruction of property.

### **II. General Protocols**

#### **A. Signage and Notification:**

Signage will be posted at school buildings (and buses) that notify students, parents, staff, and the general public of the District's use of security cameras. Students, parents, and staff will receive additional notification at the beginning of the school year regarding the use of security cameras in the schools, on school buses, and on school grounds. Such notification will include, but not be limited to, staff handbooks and student handbooks.

#### **B. Camera Placement:**

The security camera system is installed in public areas only. These areas include, but are not limited to, buses, grounds, exterior entrances, or exits to school buildings, and large gathering spaces such as corridors, cafeteria, lobby, and main entries.

Security cameras are not used to capture images where there is a reasonable expectation of privacy, including but not limited to restrooms, changing rooms, private offices, nurse's offices, or locker rooms. The District retains sole right and authority over the security camera system and placement of cameras is at the discretion of the District.

#### **C. Viewing:**

Viewing the video data is to be performed by authorized personnel that have been expressly designated by the Principal or Superintendent of Schools. Authorized personnel include the School Resource Officer, School Liaison Officers, Police Officers, and Public Safety Dispatchers, who are deemed parties to whom the District has outsourced institutional services or functions under 34 CFR 99.31(a)(1)(i)(B) and/or authorized school personnel under 603 CMR 23.07(3). Secure remote viewing of live and recorded footage will be made accessible to the respective local police departments in the jurisdiction in which the school is located. No sound is monitored or recorded in connection with the video surveillance system. Surveillance system misuse shall be addressed on a case-by-case basis by the Superintendent of Schools.

**D. Limited Access to Export and Download Recordings:**

Any video recordings used for security purposes in school buildings or grounds are the sole property of the District. Release of such videos will be made only as permissible pursuant to applicable laws and with the permission of the Superintendent or their designee.

Access to exporting and downloading video recordings from security cameras shall be limited to school administrators (Superintendent/designee, School Principal/designee).

Pursuant to an investigation, and evidence preservation, law enforcement officials shall be granted access to exported and downloaded video recordings after a written request is made by the Chief of Police (or his designee) to the School Superintendent/Principal (or his designee).

No recorded video or still image recordings from the security camera system obtained by law enforcement personnel under this protocol shall be copied, used, or retained for any purpose other than law enforcement, or in response to a lawfully issued subpoena or court order. In no event will law enforcement personnel copy, use, or release or re-disclose to a third-party any student record information obtained under this protocol without prior authorization from the student's parent/guardian and/or in compliance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and 34 CFR 99.00, and Massachusetts Student Records Regulations, 603 CMR 23.00, unless otherwise required or permitted by law or a lawfully issued subpoena or court order. This protocol shall not be deemed to limit the law enforcement's ability to lawfully access and/or use any other information derived from sources other than the security camera system.

**E. Data Storage:**

All video recordings shall be stored in a secure place to avoid tampering and ensure confidentiality in accordance with applicable laws and regulations.

Depending on storage capabilities, recordings are saved on the video server as space permits, and then is automatically overwritten. Therefore preservation requests for export and download are time sensitive, and shall be requested promptly by law enforcement, and processed promptly by the School District.



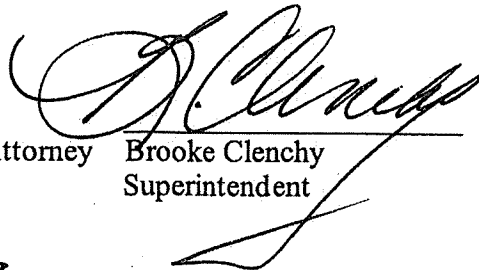
## ADDENDUM TO MEMORANDUM OF UNDERSTANDING

In the effort to provide a safe environment for learning in the Nauset School District, as governed by Massachusetts General Laws, Chapter 12 Section 32 the Cape and Islands District Attorney's Office agrees to hold Community Based Justice Meetings. These meetings will coordinate efforts of the criminal justice system in addressing juvenile justice through cooperation with the schools and local law enforcement representatives, Probation and court representatives and, where appropriate, the Department of Children and Families, Department of Youth Services and Department of Mental Health. The Community Based Justice Meeting will be the primary point of information sharing. At these meetings, The Cape & Islands District Attorney's Office will be responsible for creating, managing and updating a priority prosecution list of individuals identified as the community's most serious violent youths and repeat offenders and shall update the list as events may happen and the individual is moved through the criminal justice system. The Cape & Islands District Attorney's Office shall treat the identified cases as priority prosecution cases and impose individualized sanctions designed to deter the offender from further criminal or delinquent conduct. These meetings will offer the Nauset School and Eastham Police Department the opportunity to provide input to be considered in the prosecution of the case.

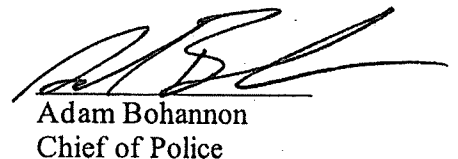
In furtherance of the above, the Eastham Police Department and the Nauset School agree to attend and participate in the Community Based Justice Meetings. These meetings will be held at mutually agreeable times and places.



Robert J. Galibois  
Cape & Islands District Attorney



Brooke Clenchy  
Superintendent



Adam Bohannon  
Chief of Police

Dated: 9/28/23