

MEMORANDUM OF UNDERSTANDING
between
THE EDGARTOWN SCHOOL
and
THE EDGARTOWN POLICE DEPARTMENT
for the
SCHOOL RESOURCE OFFICER PROGRAM

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 1st Day of July 2019, by and between the Edgartown School and the Edgartown Police Department of the Town of Edgartown.

RECITALS

WHEREAS, the School Resource Officer (SRO) program is a joint venture of the Edgartown Police Department and the Edgartown School.

WHEREAS, the program has a character of “Community Policing,” which includes collaboration with other agencies through enhancing communication and rapport; delivering prevention, intervention and criminal justice education services; and maintaining safe learning environments.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Edgartown Police Department agrees to assign SROs to perform the duties described in this agreement, according to the terms and conditions set forth below:

I. Purpose of the SRO Program

The SRO program will focus on developing rapport with students, presenting information to students on various crime prevention subjects; providing law enforcement assistance to school personnel, parents and students; and identifying and counseling troubled youth, thereby diverting them from the criminal justice system. Through such activities in the schools and community, the program helps students, parents and educators to develop a better understanding of the role of law enforcement officers and to create a more positive concept of judicial system.

II. SRO Obligations

- a. The SROs will provide educational benefits to students by teaching curriculum units, leading classroom presentations and presenting assemblies covering topics including, but not limited to: law education, legal systems, substance abuse, safe driving, sexual harassment, child abuse, crime awareness and prevention, safety, and community policing activities.
- b. The SROs will provide discussion and counseling services through classroom based, small group based, and individual sessions with students and hold conferences with parents pertaining to law enforcement. Non-law issues will be referred to the school principal with SRO assistance as required.
- c. The SROs will build rapport and trust with students by maintaining a high level of visibility on campus during the regular school day and by attending school activities and other school and community programs. Such assignments will be included in the SROs regular duties in order to avoid need for overtime compensation.
- d. The SROs will be available to school administrators as an educational resource in understanding the application and enforcement of criminal laws.
- e. The SROs will act as liaisons with various community youth service agencies and work with school personnel on student referrals to these agencies.

- f. The SROs shall respond to emergency situations as requested by the school principal. The SROs shall respond in customary manner according to training and standard law enforcement techniques to criminal activity which is observed or suspected by the SRO or school staff.
- g. The SROs primary responsibility will be to carry out the purpose of the program as outlined in Section I when schools are in session during the regular academic year.
- h. The SRO shall be in uniform as directed by the Chief of Police of the Edgartown Police Department.
- i. The SROs hours will be flexible, subject to the approval of the Chief of the Police Department, in order to carry out the purposes of the program as outlined in Section I (a) above. The SROs remain employees of the police department and as such are ultimately supervised, evaluated and directed by the Chief of the Police Department

III. Edgartown Police Department Obligations

- a. Upon the full approval and execution of this Agreement by both parties and appropriation of necessary funds by the Town to pay the costs associated therewith, the police department, with concurrence of the superintendent of schools, shall provide SROs to the Edgartown School.
- b. The Edgartown Police shall, at its expense, assign police officers from the Police Department to work as SROs at the Edgartown School. These SROs will work on either full-time or part-time pending the manpower requirements on the Police Department.
- c. SROs will work primarily during regularly scheduled school days. It is understood that there may be training needs or other instances when the SRO may work outside the school at the discretion of the Chief of Police.
- d. SROs assigned pursuant to this MOU shall be made available to the School no later than one week prior to opening day of the regular school year.
- e. The Police Department shall provide SROs which have been certified as law enforcement officers through the Massachusetts Police Training Council ("MPTC") and shall have obtained the necessary training and skills customary for officers in the Police Department.
- f. The Chief of the Police Department will assign SROs to fill vacancies at schools as necessary and as available.
- g. On days when schools are not in session, SROs will be assigned to duties by the Chief of the Police Department.

IV. Edgartown School Obligations

- a. The Edgartown School shall provide the SROs with the following resources: Office in the school during the regular school year suitable to allow for privacy in student/faculty communications; office equipment and supplies: telephones, textbooks and related curricula materials for classes; teaching supplies; and other such materials as necessary for the SROs to carry out their assigned educational duties.
- b. On a school day to school day basis, the Edgartown School principal shall work in cooperation with the SROs.
- c. The Edgartown School shall provide training as required to the SROs on topics such as school discipline procedures, adolescence and special needs.

V. Planning Meetings

The Chief of the Police Department and the Principal of the Edgartown School shall make themselves or their representatives available for joint meetings as may be requested by either party for the purpose of resolving any issues which may arise in the administration and execution of this MOU.

VI. MGL 71 Section 37P:

Participating members of this agreement shall note and abide by the following Massachusetts General Law requirements:

"In assigning a school resource officer, the chief of police shall consider candidates that the chief believes would strive to foster an optimal learning environment and educational community; provided further, that the chief of police may give preference to candidates who have received specialized training in child and adolescent development, de-escalation and conflict resolution techniques with children and adolescents, behavioral health disorders in children and adolescents, alternatives to arrest and other juvenile justice diversion strategies and behavioral threat assessment methods. The appointment shall not be based solely on seniority. The performance of school resource officers shall be reviewed annually by the superintendent and the chief of police. The superintendent and the chief of police shall enter into a written memorandum of understanding to clearly define the role and duties of the school resource officer which shall be placed on file in the office of the school superintendent."

VII. Term of Agreement

This MOU shall be effective for a one (1) year term commencing on December 3, 2015 and shall automatically renew for subsequent one (1) year terms on July 1 of each calendar year.

Notwithstanding anything in this MOU to the contrary, this MOU automatically terminates in the event that, in any fiscal year, the town fails to appropriate sufficient funds to meet the costs of this program. In addition, this MOU may be terminated at any time by either party upon thirty (30) days written notice of the intent to terminate to the other party.

VIII. Third Parties and Assignment

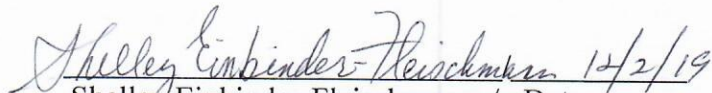
This MOU is for the sole benefit of the parties and no person or entity shall have any rights under this agreement as a third-party beneficiary. There shall be no assignment of the responsibilities and benefits created by this MOU.

VIIL. Entire Agreement

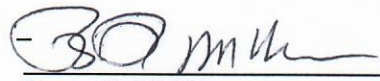
This MOU represents the entire agreement between the parties notwithstanding any previously written or oral understandings between the parties on the same subject. No amendment or modification shall be valid unless in writing.

WITNESS the following signatures in agreement to the above terms and conditions:

Edgartown School


Shelley Einbinder-Fleischmann, / Date
Principal

Edgartown Police Department


Bruce R. McNamee, / 2/DEC/19
Chief of Police