2022 School Resource Officer Memorandum of Understanding
Between
Holliston Public Schools
and
Holliston Police Department

This agreement (the "Agreement") is made by and between The Holliston Public Schools (the "District") and the Holliston Police Department (the "Police Department") (collectively, the "Parties"). The Chief of Police of the Police Department or the board or officer having control of the police department in a city or town (the "Chief") and the Superintendent of the District ("the Superintendent") are each a signatory to this Agreement. The provisions of this Agreement are specifically required by section 37P of chapter 71 of the General Laws, as amended by Section 79 of chapter 253 of the Acts of 2020.

Purpose

The purpose of this Agreement is to formalize and clarify implementation of the partnership between the school and the School Resource Officer ("SRO")/the District and a Police Department regarding the placement of a police officer at the Holliston Public School(s) (the "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 (as outlined in Section VI below); and inform the Parties' collaborative relationship to best serve the school community.

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. Modifications of this Agreement are permissible when necessary to indicate local practice, so long as they are consistent with state and federal law.

I. Mission Statement, Goals, and Objectives

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 the District [*or* at the School] 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.

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, gender expression, or socioeconomic status;
- To promote a strong partnership and communication between school and police personnel and clearly delineate their roles and responsibilities;
- To establish a framework for principled conversation and decision-making by school and police personnel regarding student conduct and students in need of services;
- 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;
- To minimize the number of students unnecessarily out of the classroom, arrested at school, or court-involved;

- 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;
- 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
- 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.

Nothing in this Agreement shall limit an officer's ability to exercise lawful authority consistent with all laws of the Commonwealth.

II. Roles and Responsibilities of the SRO and School Administrators and Staff in Student Conduct

A "school resource officer" is 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.

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.

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.

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 the student code of conduct for both the District and the school and seek clarification on any questions the SRO has.

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.

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.

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.

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.

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 Section VI, 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.

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.

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 Section and this Agreement, as well as the Standard Operating Procedures accompanying this Agreement and described in Section X.

III. The Process for Selecting the SRO

The Parties acknowledge that the selection of the SRO is important to achieving the purpose, goals, and objectives of this MOU, 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 of Police 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 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. [*Note: regional school districts should tailor this paragraph to specify how chiefs of different towns should work together, and with the Superintendent, to select the SRO).*]

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 city, town, regional school district, or county agricultural 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 MOU and governing state law (e.g., regarding SRO training).

The Chief shall consider the following additional factors in the selection of the SRO:

- Proven experience working effectively with youth;
- 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;
- Demonstrated commitment to making students and school community members of all backgrounds feel welcomed and respected;
- 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;
- Knowledge of school-based legal issues (e.g., confidentiality, consent), and demonstrated commitment to protecting students' legal and civil rights;
- Knowledge of school safety planning and technology;
- Demonstrated commitment and ability to engage in outreach to the community;
- Knowledge of school and community resources;
- A record of good judgment and applied discretion, including an absence of validated complaints and lawsuits, documented in annual reviews conducted pursuant to Section VII.

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.

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.

IV. Annual Review of the SRO

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 MOU. [*NOTE: Some districts may wish to have more frequent reviews.*] 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.

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 Sections I and II. 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.

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.

V. Mechanisms to Incorporate the SRO into the School Environment, including School Safety Meetings

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 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.

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. [*NOTE: Some districts might add working with community partners on campaigns and messages in schools (e.g., to prevent substance use, vaping, and distracted driving).*] 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.

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.

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 VI).

VI. Information Sharing Between SROs, School Staff, and Other Partners

The Parties acknowledge the benefit of appropriate information sharing for improving the health and safety of students and 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.

A. Points of Contact for Sharing Student Information

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:

Police Chief
Lieutenant
Detective
School Resource Officer

B. Compliance with FERPA and the Massachusetts Student Record Regulations

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, under specific circumstances.

When the District "has outsourced institutional services or functions" to the SRO consistent with 34 C.F.R. § 99.31(a)(1)(i)(B) of FERPA and 603 CMR 23.07(3) of the Massachusetts Student Records Regulations, 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 C.F.R. § 99.31(a)(1)(i)(B), the Parties affirm and agree to the following:

1. School safety is an institutional service for which the District would otherwise use its employees.
2. The District will only disclose to SROs Student PII in education records for the purposes consistent with Sections I and II of this agreement.
3. 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.
4. The District will update its annual notification, required under 34 C.F.R. § 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.

Consistent with 34 C.F.R. §§ 99.31(10) and 99.36 of FERPA, the SRO (or other Police Department employee identified in Section V.A.) 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."

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.

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.

C. 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.

D. Information Sharing by School Personnel

1. For Law Enforcement Purposes

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 Section II), the principal should inform the SRO. 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 but shall instead prompt a careful consideration of whether the conduct is best addressed by law enforcement action, by a school disciplinary response, 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.

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 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.

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.

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. Nothing in this section or this Agreement shall prevent school personnel from complying with reporting requirements in state law, including those found in G.L. c. 71, § 37L, G.L. c. 269, § 18, and G.L. c. 71 § 37O.

2. For Non-Law Enforcement Purposes

Based on their integration as part of the school community, SROs may periodically require access to student information for purposes that fall outside of the SRO's law enforcement role outlined in Section II.

Student information received by the SRO (or other Police Department employee identified in Section VI.A.) 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.

E. Information Sharing by the SRO with the Principal or Principal's Designee

Subject to applicable statutes and regulations governing confidentiality, the SRO 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 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:

- 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;
- The making of such a report would facilitate supportive intervention by school personnel on behalf of the student (e.g., because the SRO may be aware of a situation outside of school suggesting the student may benefit from supportive services in school).

When the SRO observes or learns of student conduct in school for which a law enforcement response is appropriate (as described in Section II), 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.

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

The SRO shall be a member of the Police Department and report directly the Lieutenant. The SRO shall be designated as a special employee of the District and shall report directly to the Superintendent of Schools. 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 Section VI.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 VI.D.

The salary and benefits of the SRO shall be covered by the Holliston Police Department. The costs of the training required by this Agreement and any other training or professional development shall be paid by The Holliston Police Department unless otherwise authorized by the Superintendent of Schools.

XI. Effective Date, Duration, Applicability, 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 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, the principals of any schools where the SRO will work, and any other individuals whom they deem relevant or who request it.

Susan Kustka, Ed.D.
Superintendent of Schools
Date: August 25, 2022

Matthew J. Stone
Chief of Police
Date: August 25, 2022