

**Memorandum of Understanding between
Gill-Montague Regional School District
and the
Town of Montague**

I. General Principles

The goal of the formal working relationship between the Gill-Montague Regional School District (the District) and the Montague Police Department (the Police Department) is to provide a safe, secure, just and violence-free educational setting. A collaborative approach between the District and the Police Department should advance the missions of both institutions as they serve the young people of the community. The success of this collaboration depends on a shared understanding of mutual goals by both institutions. Accordingly, we enter into this Memorandum of Understanding (MOU) between the District and the Police Department for the implementation of a School Resource Officer (SRO) Program.

The District and the Police Department agree to coordinate their preventive measures and their response to violent, delinquent, or criminal acts by students which occur on school property, on school buses, or at school sponsored or school related events.

The presence of law enforcement in schools should not result in unnecessary escalations, citations, arrests, detainments, use of force, or introduction of students into the criminal justice system.

II. Objectives

- A. To develop and implement a process for school officials and local police to coordinate a response to criminal/delinquent behavior and to refer first time or early offenders to available programs, where appropriate.
- B. To provide a system of prompt reporting of criminal and delinquent behavior and to share information to the extent permitted by law. To work with representatives for the school age population, local police, clergy, parents, teachers, school administrators, community agency representatives and criminal justice representatives towards more effective ways to promote an awareness of school violence issues and the dangers of drug and alcohol use and abuse and to develop sound preventive measures.
- C. To promote and assist school officials in maintaining a safe, violence-free school environment.
- D. To demonstrate commitment to principles of restorative justice, minimum use of force, and non-criminalization of activities whenever possible in working with school-age youth.
- E. To provide a response to school-based needs that protects civil rights and is free from prejudicial treatment.

- F. To coordinate trainings involving law enforcement agencies and the school which will create an increased ability to plan for and respond appropriately to emergencies.
- G. To assist school personnel in implementing an effective school threat assessment process.
- H. To establish positive relationships with students, parents, school administrators, faculty and staff, and law enforcement officials.
- I. To provide a positive role model for students which enhances the relationship of law enforcement officers and youth in our community.

III. Procedures

While acknowledging that school officials are not agents of the police and police are not agents of the school, the school and police should develop policies and protocols for coordinated efforts.

It continues to remain the sole prerogative of school officials to impose discipline for infractions of school rules and policies. In cases where the school has reported an incident to the police, as described below, the school agrees to notify the police department before suspending a student under the provisions of M.G.L. Chapter 71, Section 37H or 37H½. This law requires each school district to have a written code of conduct reflected in student handbooks stating the disciplinary measures to be taken in cases involving the possession or use of illegal substances or weapons, the use of force, vandalism, or civil rights violations.

- A. The superintendent-director and/or the principal or their designee are responsible for reporting acts to the police as described below. The Police Chief shall designate an officer (or officers) to coordinate all reported criminal acts. The designated officer shall assume responsibility for any criminal prosecution.

A Mandatory Reportable Act to the police shall include:

1. Any serious incident of assaultive behavior, destruction of property, or theft;
2. Violation of a restraining order;
3. Possession of dangerous weapon;
4. Finding any student who is in actual or constructive possession of what is reasonably believed to be a controlled substance as defined by state law;
5. Having a reasonable belief that any student has sold or offered to sell or otherwise distributed a drug, which is believed to be a controlled substance under the law;
6. A student who is engaged in dangerous or criminal behavior or poses a possible danger to themselves and/or others.

A Discretionary Reportable Act shall include:

1. Any student's violation of a state criminal statute which warrants reporting but is not as serious as a mandatory reportable act;
 2. Finding any student, regardless of age, who is reasonably believed to be under the influence of alcohol or other drugs;
 3. Possession of drugs pursuant to a valid prescription.
- B. Any teacher or other school employee who has reasonable grounds to believe that a student has committed a mandatory reportable act or a discretionary reportable act, as defined above, **must** immediately take or report the student to the principal or designee. The principal or designee shall ask the reporting teacher/employee what happened and take custody of any physical evidence.
- C. The principal or designee shall inform the student and his/her parent or guardian of the nature of the offense and inform them that certain offenses must be reported to the police. The principal or designee may offer the student the opportunity to respond to the teacher/employee's report. The principal shall report the incident to the superintendent-director's office. The principal or designee **must**, in the case of **mandatory reportable act**, and **may**, in the case of a **discretionary reportable act**, notify the local police department of the presence of contraband and the existence of any physical evidence. All illegal drugs, firearms, and dangerous weapons, or any item which may become evidentiary in a criminal matter, shall be immediately surrendered to the police department.

In addition, the principal or designee will comply with M.G.L. Chapter 71, Section 37L requiring that an incident involving a student's possession or use of a dangerous weapon on school premises at any time be reported in writing to the Chief of Police. This report must be filed in any case involving a student's possession or use of a dangerous weapon on school premises, regardless of whether it occurred during school hours, and whether or not the student has been expelled.

- D. School personnel are permitted to search a student's clothing, personal possessions, desk or locker, at the direction of the principal, if there is a reasonable basis for believing that the student is concealing material the possession of which is prohibited by federal, state, or local law, or the provisions of the school discipline code. The principal shall inform students in writing at the beginning of each school year of this practice. The principal should keep a record of such searches detailing time, place, reasons and witnesses.
- E. All school personnel shall be informed that they are prohibited from "making deals" with students where they agree not to notify law enforcement agencies of known or suspected illegal activities involving drugs, alcohol, weapons, or acts of violence.

- F. Upon notification from the principal or designee, police must respond in cases of mandatory reportable acts and may respond in other cases. The police will provide police services to the school with a high priority response to reported crimes in progress in and around school facilities. The police department will also provide the visibility of uniformed police officers upon request.
- G. The Police Department and the District agree to work cooperatively to clarify procedures on issues, which, from time to time, arise. The parties agree to meet to collaborate on the implementation of the Memorandum of Understanding and establish lines of communication to support a safe, secure school and a community.

IV. Organizational and Program Structure

A. Selection and Supervision of the SRO:

The Police Department, with the consultation of the District Superintendent and Secondary Principal, will select and assign one (1) full time law enforcement officer to serve as an SRO at District Schools. Final selection authority resides with the Police Department.

The SRO will be under the direct supervision of the Chief of Police or his/her designee and will remain an employee of the Police Department. However, the SRO is to take into consideration that the school administration is the controller of the school environment and should be given the proper information and consultation in matters involving students, staff and property. The SRO will take direction from school administration in matters of day-to-day assignments and tasks. The School Committee may give consideration to the SRO, as a "special employee" of the school district;

1. Selection factors: SROs in schools are highly visible and regularly interact with students, school personnel and parents. Selecting officers who are likely to do well in the school environment and properly training those officers are two important components of an SRO Program. In assigning an SRO, the chief of police shall consider candidates that the chief believes would best 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. Key attributes of an SRO should include:
 - a. The ability to work effectively with students within the age range at the school and from a range of backgrounds and/or identities including but not limited to categories of race, ethnicity, religion, socioeconomics, disability, gender, gender identity, sexual orientation, and immigration status.

- b. The ability to work with parents/guardians and community agency staff; from a range of backgrounds and/or identities including but not limited to categories of race, ethnicity, religion, socioeconomic status, disability, gender, gender identity, sexual orientation, and immigration status.
- c. The ability to work with school administrators, faculty and school staff; from a range of backgrounds and/or identities including but not limited to categories of race, ethnicity, religion, socioeconomic status, disability, gender, gender identity, sexual orientation, and immigration status.
- d. Knowledge of school-based legal issues;
- e. Knowledge of school and community resources;
- f. An understanding of child development and psychology;
- g. A commitment to promoting student equity and protecting students' civil rights;
- h. A commitment to restorative and trauma-informed practices.

B. Compensation, Benefits, Term and Duty Hours:

- 1. The District agrees to annually pay \$50,250 towards the annual salary of the SRO.
- 2. The Police Department will be responsible for the remainder of the SRO's annual salary as well as the employer share of all employee related benefits, including but not limited to all types of insurance, 111F benefits, longevity, retiree benefits, Workers' Compensation, unemployment insurance, etc.
- 3. The Chief of Police or his/her designee will coordinate the scheduling and work hours of the SRO. The SRO will notify school personnel, in advance, to the extent possible, of his/her schedule and any requests for time off.

C. Communication:

- 1. The SRO will consult routinely with the school administration.
- 2. The SRO will advise the superintendent and school administration of scheduled activities.
- 3. The SRO will coordinate his/her activities with the principal and staff members concerned and will seek permission, guidance and advice prior to enacting any programs within the school;
- 4. The SRO will coordinate his/her work hours and scheduling with the Chief of the Montague Police Department. The SRO will communicate time off to the building principal(s) at least two weeks in advance, whenever practicable.

D. Training SROs:

The parties agree that, over time, and to the extent practical, the assigned SRO should receive training in the following areas:

- 1. SRO basic training program which focuses on implementing effective community policing in schools;
- 2. Restorative practices, conflict resolution, and verbal de-escalation techniques.
- 3. Bias-free policing, including bias indicators, implicit bias, and cultural

competence.

4. Current MA Department of Elementary and Secondary Education discipline regulations and school discipline policies/student code of conduct including due process;
5. Juvenile diversion programs;
6. Children Requiring Assistance (CRA) process and proceedings in juvenile court;
7. Child and adolescent development;
8. Teen dating violence and healthy teen relationships;
9. Substance use prevention and response to substance abuse and addiction issues;
10. Cyber safety, harassment, bullying and sexting; including training on conducting investigations;
11. Childhood trauma relating to child abuse and neglect and/or domestic violence.
12. How to effectively work with specific student groups such as students with disabilities, limited English proficiency students, students who are members of the LGBTQ+ community, and students who are DCF involved or unaccompanied;
13. Understanding and protecting civil rights in schools.

E. Secure Office Space:

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

F. Additional Agreements:

In order to fully implement the SRO Program, the parties further agree to:

1. Convene semi-annual review meetings of the Police Chief, SRO, Secondary Principal, and Superintendent.
2. Distribute a copy of this Agreement to school and police personnel;
3. Provide necessary and regular staff training in order to implement the SRO Program.
4. The SRO's wearing of a soft uniform (khaki pants and "golf" shirt attire)
5. The performance of school resource officers will be reviewed annually by the superintendent and the chief of police in accordance with M.G.L. c. 71 § 37P.

V. Roles and Responsibilities

A. School Administration and School Personnel

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

- that do not constitute violations of law, except to support school staff in maintaining a safe school environment.
2. School administrators agree to ensure that school staff and faculty cooperate with police investigations and any subsequent actions related to crime or criminal activity on school premises or at school related events.

B. SRO:

The duties and responsibilities of the SRO, in addition to those listed in other sections of this agreement, include, but are not limited, to the following:

1. Promoting rapport with students and school staff in order to develop strong relationships between the school community and the police department;
2. Investigate crime committed on school grounds and coordinate whenever practical investigative procedures between law enforcement and school administrators.
3. The SRO will support planning for managing crises, including assisting with:
 - a. Incident response systems;
 - b. Assisting school administrators and crisis management teams with the development and coordination of emergency response plans in conjunction with other emergency responders;
 - c. Incorporating law enforcement into school crisis management teams;
 - d. Developing protocols for handling specific types of emergencies;
 - e. Rehearsing such protocols using drills, mock evacuations and lockdowns.
4. Providing guidance, acting as a positive role model and serving as a contact to support services both within and outside of the school environment;
5. Providing the school with additional educational resources by sharing his/her expertise at assemblies or in classrooms;
6. Working closely with the school staff and administrators to identify and provide preventive help and services to students and parents;
7. Acting as a member of the school's student support team and crisis response team
8. Attending meetings as requested by the Principal and Superintendent of Schools;
9. Keeping accurate records of student contacts, actions initiated, results achieved;
10. Reporting all incidents that will require further police action to the appropriate school administrator and/or department offices, as well as the Superintendent of Schools;
11. Assisting in follow-up investigations being conducted by the police department involving students outside of school, and keep the administration apprised when appropriate to do so;
12. Assisting school officials in the enforcement of the truancy laws by acting as the "Supervisor of Attendance," which includes making phone calls and home visits to parents/guardians of truant students.
13. Providing information and follow up in regard to the Children Requiring

Assistance (CRA) program within the juvenile court, to parents and school personnel.

14. Act as a liaison with the District Attorney's office.

IV. Discontinuance of the SRO

A. Mutual Agreement of the Parties

- a. This agreement may be terminated by mutual agreement of the School District and the Police Department.
- b. Such a termination shall be in writing and signed by a designated representative of each party.

B. Termination of the Officer from the SRO Position

1. The SRO may be terminated and replaced by a new SRO for any of the following reasons:
 - a. SRO violation of school policy or the law;
 - b. Failure to maintain student confidentiality in accordance with Massachusetts and Federal Laws;
 - c. Failure to adequately perform the duties described in this agreement;
 - d. Failure of the SRO to conduct his/herself in a manner consistent with being a positive role model to students.

V. Summary

The Police Department and the District are committed to safe schools. The immediate reporting, prompt investigation and speedy prosecution of serious criminal conduct and the development of programs to support these efforts will help to provide the secure environment, which each student deserves and will send students and their families an appropriate message that criminal behavior will not be tolerated.

Signed and agreed to by:

School Superintendent	<u>Michael Sullivan</u>	Date:	<u>6-11-18</u>
Chief of Police	<u>[Signature]</u>	Date:	<u>6/6/18</u>
Board of Selectmen	<u>[Signature]</u>	Date:	<u>6/4/18</u>

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The Montague Police Department and the Town of Montague**

PURPOSE

1. This memorandum of Understanding (MOU) articulates the agreement developed between the Gill-Montague Regional School District (GMRSD), the Town of Montague, and the Montague Police Department (MPD) relating to providing a Comfort Dog Team for the GMRSD.
2. Note, there is a current MOU in effect signed by the School Superintendent, Chief of Police and the Montague Selectboard on June 4, 2018 establishing the terms for the MPD's provision of school resource officer (SRO) to the district.
3. This MOU represents an amendment to that existing school resource officer MOU. This amendment defines the objectives and terms associated with MPD's provision of a Comfort Dog, to be handled and maintained by the GMRSD (SRO), which together constitute the "Comfort Dog Team".

OBJECTIVES

1. To supply the GMRSD with a trained and certified Comfort Dog Team.
2. The primary function of the Comfort Dog Team will be to provide interaction, and foster dialog and communications between the staff, students and the SRO. This function can take place during normal day to day operations within GMRSD, and during or following any stressful/traumatic situations that may occur.
3. The Comfort Dog Team will be essential in interacting with the students during investigations involving children, and to help reduce anxiety and increase communication between the child victim/witness, investigator and school staff.
4. The secondary function of the Comfort Dog Team, when needed, will be to assist the police department and other agencies during and outside of school hours.

COMPENSATION

1. The Comfort Dog will be owned by the Town of Montague and will be donated by Boone Field Breeders, Rindge NH.
2. The GMRSD will be responsible for the K-9 stipend the SRO will receive via "NEPBA" Patrolmen's Union Contract.

3. The stipend is based on the current federal law regarding K-9 stipends. The officer will receive additional compensation of time and one half hours at the current federal minimum wage of \$7.25 per hour. Based on three and one half hours (3 ½) per week for the care of the comfort dog, the K-9 officer will be paid at a rate of \$10.87 an hour for that time. The total stipend for the fiscal year is \$1,979.25. GMRSD will also be responsible for the stipend if it increases as a result of union negotiations or any change in law.
4. GMRSD will be responsible for the cost of the initial training of the Comfort Dog, \$365.00, as well as \$50.00 for certification.
5. The town will be responsible for the general care, feeding and vet bills associated with the Comfort Dog.
6. If the SRO retires within five (5) years of receiving the Comfort Dog, the dog will be given to the new SRO. If the SRO retires after five (5) years he/she will have the option of adopting the comfort dog.

DURATION

1. By the mutual Agreement of the Parties, this agreement may be terminated by mutual agreement of the School District and the Police Department.
2. Such termination shall be in writing and signed by a designated representative of each party.
3. If this agreement is terminated it shall have no effect on the current School Officer Position.

Signed and agreed to by:

School Superintendent Michael Sullivan DATE: 3-3-20

Chief of Police [Signature] DATE: 3/3/2020

Selectboard Chair [Signature] DATE: 3/2/2020