



TOWN OF FRANKLIN

RESOLUTION 18-57

AUTHORIZATION FOR INTERMUNICIPAL AGREEMENT WITH TRI-COUNTY REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL FOR FRANKLIN TO PROVIDE IT WITH A SCHOOL RESOURCE OFFICER

- WHEREAS,** Tri-County Regional Vocational Technical High School ("School") is in need of a Police Officer to perform the services of a School Resource Officer, and
- WHEREAS,** The Town of Franklin ("Town") currently employs a Police Officer who performs the services of a School Resource officer for Town and Town is willing to make said person available to School, to perform said services for School in consideration of School's payment of compensation to Town, and
- WHEREAS,** The proposed arrangement which will be the subject of a written intermunicipal agreement between Town and School, a draft copy of which is attached hereto as "Exhibit 1", would benefit both governmental entities, and
- WHEREAS,** an intermunicipal agreement is governed by the provisions of G.L. Chapter 40, Section 4A which requires that each governmental entity authorize the agreement,

NOW THEREFORE, BE IT RESOLVED that the Town Council of the Town of Franklin hereby authorizes the Town Administrator pursuant to G.L. Chapter 40, Section 4A to negotiate and execute an intermunicipal agreement with Tri-County Vocational Technical High School in substantially the form attached hereto as "Exhibit 1", which agreement will provide for Town to provide a Franklin Police Officer to School to provide services as the School Resource Officer and for Town to receive compensation therefor, provided that said agreement may contain such other terms and conditions as the Town Administrator determines to be in the Town's best interest.

This resolution shall become effective according to the provisions of the Town of Franklin Home Rule Charter.

DATED: _____, 2018

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: ____ **NO:** ____

ABSTAIN: ____ **ABSENT:** ____

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

**INTER MUNICIPAL AGREEMENT FOR SCHOOL RESOURCE OFFICER
BETWEEN THE TOWN OF FRANKLIN
AND THE TRI COUNTY REGIONAL VOCATIONAL TECHNICAL HIGH
SCHOOL**

THIS AGREEMENT is entered into by and between the Town of Franklin (hereafter "Franklin") and the Tri County Regional Vocational Technical School (hereafter "School"), hereafter referred to collectively as the "Parties," effective the t day of 2018, as follows:

WHEREAS, the Parties desire to cooperate in the provision, on a shared basis, the services of a School Resource Officer (hereafter "SRO") for the benefit of the Town and the School;

WHEREAS, the Parties have each obtained authorization for this joint undertaking as required by M.G.L. c.40, §4A: Town, pursuant to a vote of the Town Council and School, pursuant to a vote of the Tri County Regional Vocational Technical School Committee;

NOW, THEREFORE, the Town and School, in mutual consideration of the covenants contained herein, hereby agree as follows:

1. **Agreement.** The attached Memorandum of Understanding and Standard Operating Procedures spell out the duties, supervision, hours of work and other responsibility of each party.
2. **Compensation and Benefits.** School shall pay Franklin an annual payment of \$40,000 on a quarterly basis of \$10,000. Any partial quarters will be billed on a pro rata basis. Payments shall be made on or before July 15th, Sept 15th, March 15th and June 15th of each year.
3. **Term of this Agreement.** The term of this Agreement shall be January 1, 2019 through June 30, 2022. The Agreement shall automatically renew for an additional year on June 30, 2022, with the contract fee increased to \$11,000 per quarter, unless terminated as provided in Paragraph 4 below. This Agreement may be extended thereafter as the Parties may agree, with such agreement approved by the Town Council and the School Committee.
4. **Termination of this Agreement.** The Town, by vote of its Town Council, or the School, by vote of its School Committee may terminate this Agreement upon 180 days written notice to take effect on June 30th of any given year.
5. **Savings Provision.** The Town and School agree that if any court of competent jurisdiction shall declare any provision of this Agreement unenforceable, the remaining provisions hereof shall not be affected and shall remain in full force and effect.
6. **Amendment.** This Agreement may be amended from time to time, but only by mutual written agreement of the Town and School Committee approved by the Town Council and

the School Committee.

WITNESS OUR HANDS, as of the dates specified:

TOWN OF FRANKLIN,

By its Town Administrator, duly-authorized:

By its School Committee:

Chairman

Date: _____

Date: _____

Franklin Town Comptroller

Tri County, Treasurer

Approved as to form:

Approved as to form:

Franklin Town Counsel

Counsel for the Tri County

Memorandum of Understanding
Between
Tri-County Regional Vocational Technical High School Public School District
and
Franklin Police Department

This agreement (the "Agreement") is made by and between Tri-County Regional Vocational Technical High School Public School District (the "District") and Franklin Police Department (the "Police Department") (collectively, the "Parties"). The Chief of Police of the Police Department (the "Chief") and the Superintendent of the District ("the Superintendent") are each a signatory to this Agreement. The provisions of this Agreement in **bold typeface** are specifically required by law under G.L. c. 71, § 37P.

I. Purpose

The purpose of this Agreement is to formalize and clarify the partnership between the District and the Police Department to implement a School Resource Officer ("SRO") program (the "Program") at Tri-County Regional Vocational Technical High School (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; and inform the Parties' collaborative relationship to best serve the school community.

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

II. Mission Statement, Goals, and Objectives

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

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

- To foster a safe and supportive school environment that allows all students to learn and flourish regardless of race, religion, national origin, immigration status, gender, disability, sexual orientation, gender identity, and socioeconomic status;
- To promote a strong partnership and lines of communication between school and police personnel and clearly delineate their roles and responsibilities;
- To establish a framework for principled conversation and decision-making by school and police personnel regarding student misbehavior and students in need of services;
- To ensure that school personnel and SROs have clearly defined roles in responding to student misbehavior and that school administrators are responsible for code of conduct and routine disciplinary violations;

- To minimize the number of students unnecessarily out of the classroom, arrested at school, or court-involved;
- 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;
- 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; and
- To offer presentations and programming to the school focusing on criminal justice issues, community and relationship building, and prevention, health, and safety topics.

III. Structure and Governance

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

A. Process for Selecting SRO

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

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

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 who have physical and mental disabilities;
- 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; and
- Public speaking and teaching skills.

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 take into account 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 his or her appointing authority at the earliest opportunity. The Police Department 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.

B. Supervision of SRO and Chain of Command

The SRO shall be a member of the Police Department and report directly to the Community Service Unit Sergeant and in his absence or unavailability, report to the Specialized Services Division Lieutenant. To ensure clear and consistent lines of communication, the SRO shall meet at least monthly with the principal and any other school officials identified in Section V.A. The SRO shall ensure that the principal remains aware of material interactions and information involving the SRO's work, including, but not limited to, arrests and searches of students' persons and property, consistent with Section V.D.

C. Level and Type of Commitment from Police Department and School District

The compensation to the Town of Franklin for the SRO shall be as outlined in the Inter Municipal Agreement. The benefits of the SRO shall be covered by the Police Department. The costs of the training required by this Agreement and any other training or professional development shall be covered by the Police Department.

The District shall provide the SRO with a dedicated and secure office or similar space that will allow the SRO to engage in confidential conversations. A desk, chairs and information technology access shall be provided. The Police Department will provide the SRO with technology hardware (laptop/desktop, etc.) to provide access to Police Department databases and communications devices (cell phone, etc.).

D. Integrating the SRO

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

The District shall be responsible for ensuring that the SRO is formally introduced to the school community, including students, parents, and staff. The introduction shall include information about the SRO's background and experience, the SRO's role and responsibilities, what situations are appropriate for SRO involvement, and how the SRO and the school community can work together, including how and when the SRO is available for meetings and how and when the school community can submit questions, comments, and constructive feedback about the SRO's work. The introduction for parents shall include 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, public safety and community related issues. 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. If a parent or guardian provides such permission, the SRO shall make reasonable efforts to review the documents. Whenever possible, the school shall make available a staff member who can assist the SRO in understanding such documents.

The SRO shall participate in any District and school-based emergency management planning. The SRO shall also participate in the work of any school threat assessment team to the extent any information sharing is consistent with obligations imposed by the

Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g) (see further information in Section V).

E. Complaint Resolution Process

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 or the Program. 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.

All students, parents, guardians, teachers, and administrators shall be informed of the complaint resolution system and procedures at the beginning of each school year.

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 with respect to the Program.

F. Annual Review of the SRO and the SRO Program

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

The Chief and Superintendent shall jointly develop and agree in advance on the metrics for measuring the SRO's performance and the success and effectiveness of the Program. 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.

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

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

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

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

The principal (or his or her designee) and the SRO shall use their reasoned professional judgment and discretion to determine whether SRO involvement is appropriate for addressing student misbehavior. In such instances, the guiding principle is whether misbehavior rises to the level of criminal conduct that poses (1) real and substantial harm or threat of harm to the physical or psychological well-being of other students, school personnel, or members of the community or (2) real and substantial harm or threat of harm to the property of the school.

In instances of student misbehavior that do not require a law enforcement response, the principal or his or her designee shall determine the appropriate disciplinary response. The principal or his or her designee should prioritize school- or community-based accountability programs and services, such as peer mediation, restorative justice, and mental health resources, whenever possible.

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

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

undertaking parallel disciplinary or administrative measures that do not interfere with a criminal investigation.

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

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

It shall be the responsibility of the District to make teachers and other school staff aware of the distinct roles of school administration and SROs in addressing student misbehavior, consistent with this Section and this Agreement, as well as the Standard Operating Procedures accompanying this Agreement and described in Section VIII.

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

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

A. Points of Contact for Sharing Student Information

In order to facilitate prompt and clear communications, the Parties acknowledge that the principal (or his or her designee) and the SRO are the primary points of contact for sharing student information in accordance with this Agreement. The Parties also acknowledge that, in some instances, other school officials or Police Department employees may serve as key points of contact for sharing information. Such school officials and Police Department employees are identified below [*identify by title, not name*]:

- Deputy Chief of Police
- Specialized Services Division Lieutenant
- Community Service Unit Sergeant
- Community Service Officers (other SRO's)

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

B. Compliance with FERPA and Other Confidentiality Requirements

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

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, the SRO qualifies as a "school official" who can access, without consent, Student PII contained in education records about which the SRO has a "legitimate educational interest."

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."

These are the *only* circumstances in which an SRO may gain access, without consent, to education records containing student PII (such as IEPs, disciplinary documentation created by a school, or work samples).

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

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

C. Information Sharing by School Personnel

1. For Law Enforcement Purposes

Where the principal or his or her designee learns of misconduct by a student for which a law enforcement response may be appropriate (as described in Section IV), he or she should inform the SRO. If a teacher has information related to such misconduct, he or she may communicate this information directly to the SRO but

should also communicate such information to the principal or his or her designee. The Parties agree that the sharing of such information shall not and should not necessarily require a law enforcement response on the part of the SRO but shall and should instead prompt a careful consideration of whether the misconduct is best addressed by law enforcement action, by a school disciplinary response, or by some combination of the two.

Notwithstanding the foregoing, if student information is obtained solely during a communication with school staff deemed privileged or confidential due to the staff member's professional licensure, such communication shall only be disclosed with proper consent or if the communication is subject to the limits and exceptions to confidentiality and is required to be disclosed (e.g., mandatory reporting, immediate threats of harm to self or others). Additionally, if such student information is gathered as part of a "Verbal Screening Tool for Substance Abuse Disorders," such information shall only be disclosed pursuant to the requirements of G.L. c. 71, § 97.

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

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

Nothing in this section or this Agreement shall prevent the principal or his or her designee from reporting possible criminal conduct by a person who is not a student.

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 IV.

Student PII received by the SRO (or other Police Department employee identified in Section V.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 his or her designee shall notify the parent, the student, or both, when such information will be shared with the SRO.

D. Information Sharing by the SRO

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

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

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

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

VI. Data Collection and Reporting

In accordance with state law, 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 by the Department of Elementary and Secondary Education.

The following data will also be collected and reported:

- School-based arrests
- Court referrals / summons / criminal complaints
- Diversion referrals
- Citations issued (RMV, civil Citations, etc.)
- Total number and types of crimes committed on school property
- Number and types of community-building activities carried out by SRO
- Number and type of presentations and projects carried out by SRO
- Number of Counseling, Mentoring and related activities
- Substantiated complaints related to SRO or the program

VII. SRO Training

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

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

Additional areas for continuing professional development may include, but are not limited to:

- Restorative practices
- Implicit bias and disproportionality in school-based arrests based on race and disability
- Cultural competency in religious practices, clothing preferences, identity, and other areas
- Mental health protocols and trauma-informed care
- De-escalation skills and positive behavior interventions and supports
- Training in proper policies, procedures, and techniques for the use of restraint
- Teen dating violence and healthy teen relationships
- Understanding and protecting civil rights in schools
- Special education law
- Student privacy protections and laws governing the release of student information
- School-specific approaches to topics like bullying prevention, cyber safety, emergency management and crisis response, threat assessment, and social-emotional learning

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

The SRO shall attend a minimum of 16 hours of SRO based training per year. This is in addition to the regular 40+ hours of police related training mandated by the Municipal Police Training Committee (MPTC) and state law.

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.

VIII. Accompanying Standard Operating Procedures

This Agreement shall be accompanied by Standing Operating Procedures that shall be consistent with this Agreement and shall include, at a minimum, provisions detailing:

- **The SRO uniform** and any other ways of identifying as a police officer;
- **Duty hours and scheduling** for the SRO;
- **Use of police force, arrest, citation, and court referral on school property;**

- A statement and description of students' legal rights, including the process for searching and questioning students and when parents and administrators must be notified and present;
- The chain of command, including delineating to whom the SRO reports, how often the SRO meets with the principal or his or her designee, and how school administrators and the SRO work together, as well as what procedure will be followed when there is a disagreement between the administrator and the SRO;
- Protocols for SROs when school administrators, teachers, or other school personnel call upon them to intervene in situations beyond the role prescribed for them in Section IV;
- Performance evaluation standards, which shall incorporate monitoring compliance with this Agreement and use of arrest, citation, and police force in school;
- Protocols for diverting and referring at-risk students to school- and community-based supports and providers; and
- Clear guidelines on confidentiality and information sharing between the SRO, school staff, and parents or guardians.

IX. Effective Date, Duration, and Modification of Agreement

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

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

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

Name: Stephen F. Dockray
Superintendent of Schools
Date: _____, 2018

Name: Thomas J. Lynch
Chief of Police
Date: _____, 2018

***Standard Operating Procedures Regarding the
School Resource Officer Program at the Tri-County Regional Vocational
Technical High School***

Close cooperation and communication between the schools and police and a mutual understanding of and respect for the important role that each plays in connection with our children and youth are essential to the success of the mission of both institutions. Whenever it is necessary for the police to be present on school property, they will conduct themselves according to accepted legal practices, recognizing the responsibility and authority of school officials to manage the school environment, and work with school officials to minimize any impact their actions might have on that environment.

Pursuant to G.L. c. 71, § 37P, the Chief of Police of the Franklin Police Department in consultation with the Superintendent of the Tri-County Regional Vocational Technical High School District has established the following Standard Operating Procedures ("SOP") regarding the community's School Resource Officer ("SRO") Program.

1. SRO Uniform:

The SRO will wear a regulation patrol uniform, carry all the same equipment they would have on any other law enforcement assignment, and drive a fully equipped patrol vehicle while on school premises. More casual attire (e.g., soft uniform or plain clothes) may be worn, with the permission of the SRO's supervisor when the SRO is participating in school activities that make wearing a uniform impractical.

2. SRO's Duty Hours and Schedule: :

The SRO normally will work 7:00 AM to 3:00 PM Monday through Friday, with Saturday and Sunday off. The SRO will typically be assigned to TCRVTHS no less than four (4) hours whenever school is in session utilizing a flexible schedule. The SRO may adjust the work schedule, with appropriate approval of his/her supervisor in order to accommodate school activities and requests. The supervisor may approve overtime pay in advance when schedule adjustments are not practical. Other Franklin Police Department SRO's may assist or substitute for the regular assigned SRO, when needed and if necessary.

The SRO shall report to his/her supervisor as required at the beginning of his/her shift unless other arrangements are made in advance with the supervisor. The SRO is expected to provide contact information (FPD issued cell phone number) for school officials and his/her supervisor regarding his/her whereabouts when off campus.

When school is not in session (i.e., holidays, summer vacation), the SRO will report to his/her supervisor for any special assignments.

3. Chain of Command for SRO and Collaboration with School:

The SRO will be supervised and collaborate with school personnel as outlined in the Memorandum of Understanding Between the Tri-County Regional Vocational Technical High School District and Franklin Police Department Regarding the School Resource Officer Program ("SRO MOU") §§ III.B.

4. Information Sharing:

Information shared between the SRO, police department, schools, and parent(s)/guardian(s) will be done in accordance with the SRO MOU § V as well as state and federal law.

5. Students' Legal Rights:

(a) Searching Students:

- i. All searches and seizure by the SRO and School Administrators must comply with the 4th Amendment of the United States Constitution and Article 14 of the Massachusetts Declaration of Rights.
- ii. In order for the police to conduct a warrantless search of a student's person, possessions, or locker, both probable cause and exigent circumstances must exist to justify the search. At the time of the search, the SRO must establish that there is probable cause to believe that evidence of a crime is or will be in a particular location and the circumstances must be so exigent, urgent, and unforeseeable that obtaining a warrant is impracticable.
- iii. The SRO shall inform the School Administrators before conducting a warrantless search of a student or their belongings where practicable.
- iv. In order for a School Administrator to conduct a warrantless search of a student's person, possessions, or locker on school grounds, the School Administrator must have reasonable grounds to suspect the search will turn up evidence that the student has violated or is violating the law or school rules.
- v. The SRO shall not ask School Administrators to search students or their belongings for law enforcement purposes nor shall School Administrators act as an agent of the SRO.
- vi. Absent a real and immediate threat to a student, teacher, or public safety, the SRO shall not be present or participate in a search conducted by School Administrators.

(b) Interviewing Students:

- i. The SRO Program strives to provide students with positive role models, to develop collaborative relationships between the school community (including students) and law enforcement, and to identify and provide preventive help and

services to at-risk students and families. In carrying out these responsibilities, SROs necessarily will – and should – interact and communicate with students for non-law enforcement purposes.

- ii. When a SRO and/or police officer wishes to detain or question a student on school property *for law enforcement purposes*, the following shall occur unless exigent circumstances exist or such notification would potentially jeopardize student, school staff, or officer safety:
 - a) The officer shall contact the Designated School Liaison or his/her designee first and, to the degree possible, explain the nature of the police business and the need to meet with the student in question.
 - b) The Designated School Liaison or his/her designee shall notify the student's parent/guardian prior to the questioning.
 - c) The student shall not be publicly contacted by the officer in the school setting.
 - d) The Designated School Liaison or his/her designee may be present during the student interview or questioning at the discretion of the police upon consideration of voluntariness and privacy issues.
 - e) After due consideration of the nature of the questioning, the individual circumstances of the student, and state and federal law, the officer shall:
 - 1) Determine whether a juvenile under the age of fourteen is required to have a parent or interested adult present to participate in the juvenile's decision to waive rights and, if so required, arrange for such.
 - 2) Determine whether a juvenile who has attained the age of fourteen is required to be provided with a "genuine opportunity" to meaningfully consult with an interested adult regarding a decision to waive rights and, if so required, arrange for such.

6. Use of Police Force

The Franklin Police Department places the highest value on the sanctity of life, safety of its officers, protection of the public, and respecting individual dignity. Because of their law enforcement and peacekeeping role, a SRO will be required at times to use reasonable physical force to enable them to fully carry out their responsibilities. The degree of force used is dependent upon the facts surrounding the situation the officer encounters.

It is the policy of the Franklin Police Department that the SRO use only the force that is reasonably necessary to accomplish lawful objectives such as to make a lawful arrest, to place a person into protective custody, to effectively bring an incident under control, or to protect the lives or safety of the officer and/or others.

7. Arrest, Citation, Court Referral on School Property:

In accordance with the SRO MOU, SROs shall not serve as school disciplinarians, as enforcers of school regulations, or in place of licensed school mental health professionals. SROs also shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior except, as asked or needed, to support school staff in maintaining a safe school environment.

The manner in which each incident is handled by the SRO, the Principal or his/her designee, and/or the criminal justice system is dependent upon the many factors unique to each student, including, but not limited to, present circumstances, behavioral history, disciplinary record, academic record, general demeanor and disposition toward others, disability or special education status, and mental health history.

(a) "Delinquent child"/Juvenile Court Jurisdiction (G.L. c. 119, § 52 *as amended*):

- i. A child under the age of 12 years old cannot be charged with a crime.
- ii. Delinquency proceeding can be initiated against a child between the ages of 12 and 18 years old who commits an offense against the laws of the Commonwealth except as provided below in § 7(a)(iii).
- iii. Delinquency proceedings cannot be initiated for the following offenses:
 - a) Civil infractions
 - b) A violation of a municipal ordinance or town by-law
 - c) A *first offense* of a misdemeanor for which the punishment is a fine and/or imprisonment for not more than six months (e.g., shoplifting, threats)
 - d) Disturbing an assembly (G.L. c. 272, § 40 *as amended*) if committed by an elementary or secondary student within school buildings, on school grounds, or in the course of school-related events
 - e) Disorderly person or disturbing the peace (G.L. c. 272, § 53 *as amended*) if committed by an elementary or secondary student within school buildings, on school grounds, or in the course of school-related events

(b) Summons/Court Referral:

If the SRO determines that a delinquency or criminal complaint needs to be filed with the Juvenile or District Court, a summons, rather than an arrest is the preferred method of bringing the student to court. Prior to filing the complaint, the complaint must be reviewed by the SRO's supervisor to ensure that a Diversion Program would not be appropriate.

(c) Arrest:

Offenses that constitute serious or violent felonies if committed by an adult generally, but not always, result in an arrest in accordance with state law and the existence of probable cause. The following are example of serious/violent offenses where an arrest should be contemplated:

- Felony assault with intent to cause serious bodily injury or death
- Robbery involving force
- Sale of controlled substance
- Burglary
- Sexual assault (after consultation with the District Attorney's Office)

As a general rule, the police (generally a SRO) should avoid making arrests on school grounds when the arrest may be made effectively elsewhere. Whenever possible, the police shall work with the Designated School Liaison to make the appropriate arrangements for taking a student into custody off of the school grounds.

On occasion, an arrest of a student must be made during school hours on school grounds or at school sanctioned activities. For example, when a student poses a real and immediate threat to public safety, poses a risk of flight, or could not practicably be served with a warrant or complaint at another location. When this is necessary, best efforts will be made to notify the SRO to respond if not already at the scene. In the event an SRO is unavailable, another police officer will go to the scene to consult with Designated School Liaison and take appropriate action.

Students shall not be removed from school property or school sanctioned events without the police making notification to the Designated School Liaison or his/her designee, unless exigent circumstances exist.

The police shall notify the Designated School Liaison or his/her designee *before* arresting a student(s) on school grounds during school hours or school sanctioned activities on or off school grounds unless exigent circumstances exist or such notification would potentially jeopardize the ability of officers to safely and effectively make the arrest. Whenever possible, parents will be notified by the Designated School Liaison if a student is arrested on school grounds.

Working with Designated School Liaison, the police will arrange for the least disruptive way to take the student into custody.

8. Diversion Protocols:

Diversion Programs offer an alternative to formal prosecution. These programs seek to treat at-risk students, not as criminals, but as children and youth in need of aid, encouragement, and guidance. The goal of such programming is to address the root causes of the student's offense and to work with the student to make better choices

while minimizing any life-altering negative consequences (i.e., keeping them out of the criminal justice system and preventing the creation of a criminal record).

Evaluation for referral to a Diversion Program and, if accepted, the development of a remedial plan involves a consideration of multiple factors, including:

1. Factual review and determination of whether the offense is program eligible:
 - a. Eligible offenses could include, but are not limited to, any misdemeanor, any felony that if committed by an adult could be prosecuted in the District Court, and any case involving a victim only if the victim consents.
 - b. Ineligible offenses could include, but are not limited to, minimum mandatory offenses, terroristic school threats, cases involving the possession or use of weapons, and cases involving serious assaultive or threatening behavior, serious bodily injury, sexual offenses or conduct, or gang-related activity.
2. Any past criminal conduct
3. Willingness to participate and engage in a remedial program
4. Input from the police and, where appropriate, from the victim and/or parties involved with the student such as schools, parent(s)/guardian(s), or other youth-involved agencies.

Remedial plans may include referral to community-based supports and providers, assignment to an educational program, community service, letter of apology, restitution, essay writing, curfew, and/or other case-specific conditions.

9. Performance Evaluation Standards:

The success and effectiveness of the SRO Program will be reviewed, modified, and amended as outlined in the SRO MOU § III.F. & VI.

Additionally, a review of the Data Collection and Reporting information outlined in the SRO MOU § VI will be conducted quarterly by the SRO's Supervisor and the Designated School Liaison. Other sources of data for review include: SRO activity log; student arrest and citation logs; use of police force in school; student, school staff, and parent surveys; referrals made by the SRO to assist students and families; number of students advised and the nature of the counseling; informal counseling meetings with students and families; and training and presentations conducted by the SRO.

10. Effective Date and Duration

This document shall be effective as of the date of signing. It should be reviewed at least annually (before the start of the school year) in consultation with the Superintendent of the Tri-County Regional Vocational Technical High School District and amended as necessary. This document will remain in full force and effect until amended or rescinded by the Chief of Police.

Signed on this _____ day of _____, 2018.

Thomas J. Lynch
Chief of Police