

**School Resource Officer  
Memorandum of  
Understanding  
Between  
Cohasset Public Schools  
and  
Cohasset Police Department**

This Memorandum of Understanding (“MOU”) is made by and between The Cohasset Public Schools (“CPS”) and The Cohasset Police Department (“CPD”). The Chief of Police of the CPD and the Superintendent of the CPS are each a signatory to this MOU. The provisions of this MOU are specifically required by law under G.L. c. 71, § 37P.

**I. Purpose**

The purpose of this MOU is to formalize and clarify the partnership between the CPS and the CPD to implement a School Resource Officer (SRO) Program (“Program”) in the CPS in order to:

- promote school safety;
- help maintain a positive school climate for all students, families, and staff;
- enhance cultural and social understanding between students and law enforcement;
- promote school participation and completion by students;
- enhance communication and facilitate appropriate information sharing; and
- establish a collaborative relationship that best serves the school community.

This MOU is not a contract and no consideration has been given by either party either party or entity executing this MOU. This MOU does not create any enforceable substantive or procedural rights of any type, and no individual, entity, or perceived beneficiary shall rely upon or interpret any portion thereof as having created or established any rights or remedies, of any type whatsoever.

**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 CPS through the 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:

- 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 respective 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 unnecessary absences, student arrests, and/or student court appearances;
- To foster a positive relationship between students and law enforcement in which 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 periodic training for school personnel on an as-needed basis;
- 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 CPS focusing on criminal justice issues, community and relationship building, prevention, health, and safety topics.

### **III. Structure, Scope, and Governance**

The Parties acknowledge the importance of clear structure, scope, 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 an 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 of the CPD shall assign an officer whom the Chief believes would serve as a valuable educational resource to our 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. Deference shall also be given to any officer(s) who have received specialized training in child and adolescent cognitive development, de-escalation techniques, A.L.I.C.E. protocols, 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 diverse population;
- 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 and understanding of 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 administration and representative groups of teachers, families, 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 CPS accordingly. The mere fact that a CPD officer has a familial relationship with a student or any member of the staff shall not automatically create the basis for a conflict and that officer shall not be automatically precluded from becoming an SRO. Nothing in this paragraph is intended to limit the ability of the SRO to respond to emergency situations in the CPS.

#### **B. Supervision of SRO and Chain of Command**

The SRO shall be a member of the Cohasset Police Department and report directly to the Superintendent for all school related matters and the Cohasset Police Chief (or his/her designee) for all non-school related matters. To ensure clear and consistent lines of communication, the SRO shall meet at least monthly with CPS administration and any other school officials identified in Section V.A. The SRO shall ensure that CPS administration 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 CPS**

The salary, benefits, costs for the training required by this MOU or any other training, professional development or other unforeseen costs shall be paid by the Town of Cohasset unless otherwise agreed upon by both parties.

The CPS will provide the SRO with appropriate and dedicated office space, building master key, door fob, CPS email address, office phone, office supplies, and a building access code. The CPD will provide the SRO with all necessary police equipment, vehicles, and uniform.

#### **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 CPS 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 gatherings but, in any event, should attend at least four (4) assemblies of his or her choice per academic year. 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 including, but not limited to, preventing substance abuse, smoking, vaping, and distracted driving. The SRO shall hold and actively instruct at least two (2) educational seminars, assemblies, or activities, open to either families, students, staff, or any combination thereof. The SRO shall not be regularly utilized for support staffing, such as hall monitor, substitute teacher, crossing guard, 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, or who have an individualized education program ("IEP") under the Individuals with Disabilities Education Act, or a plan under Section 504 of the Act. CPS 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 CPS 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 CPD 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.

The Parties shall develop and implement a system that allows for the SRO and other CPD officers to register concerns, including concerns about misconduct by teachers or administrators that may arise with respect to the Program. In the absence of a school-based procedure for complaints, interested parties will be advised to use the CPD internal affairs process outlined in CPD policies and procedures.

#### **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, SRO supervisor, 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 MOUs, for compliance with the terms of this MOU 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's efforts to prevent unnecessary student arrests, citations, court referrals, and other use of police authority. The review shall also assess the extent of (1) the SRO's positive interactions with students, families, and staff; (2) the SRO's participation in collaborative approaches to problem-solving, prevention, and de-escalation; and (3) any verified concerns relative to the SRO or their performance throughout the subject academic year.

The Chief and Superintendent shall provide a mechanism for receiving feedback from the school community, including administration, 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 or that a particular officer be removed as SRO, the Chief shall provide an explanation of any decision to maintain the SRO's assignment.

#### **IV. Roles and Responsibilities of the SRO, 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. The SRO shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior.

**CPS administration or a designee of same 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 all CPS schools.**

**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 applicable principal, Superintendent, and the SRO shall collectively consider whether the subject misbehavior rises to the level of criminal conduct and poses either (1) real and substantial harm or threat of such harm to the physical or psychological well-being of other students, school personnel, or members of the community; (2) real and substantial harm or threat of such harm to themselves; or (3) real and substantial harm or threat of such harm to the property of the school.**

**In instances of student misbehavior that do not require a law enforcement response, school administration shall determine the appropriate disciplinary response.**

**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 school administration 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. School administration 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 the non-emergency custodial questioning of a juvenile student under 14, the SRO shall notify the student's parent or guardian in advance of any questioning and they or and an interested adult shall be present for any interview. In any similar questioning of a juvenile student over 14 years of age, the SRO will offer that student's parent or guardian the opportunity to be present during the interview and shall inform the student that they may have the opportunity to confer with their parents or an interested adult prior to beginning any questioning.**

**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 CPS 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 MOU, as well as the Standard Operating Procedures accompanying this MOU as 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, aimed at improving the health and safety of students. Simultaneously, however, the Parties recognize the importance of limiting the dissemination 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 in order 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 CPS administration and the SRO are the primary points of contact for sharing student information in accordance with this MOU. 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:

- CPS Superintendent, building principals, CPD Chief, CPD CID commander & investigators, and CPD police prosecutor.
- Such Police Department employees are considered a part of the CPS'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 (PII) about students contained in educational records, without consent, only under specific circumstances.

When the CPS "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 MOU, and not to share such information beyond the sharing contemplated in this MOU 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 immediately 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, adhering to the analysis set forth in Section IV, 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 during a communication with school staff, which is deemed privileged or confidential given the staff member's professional licensure, such communication shall only be disclosed (1) with proper consent or (2) 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 MOU) and that the sharing of information under such circumstances does not violate this MOU.

The Parties also acknowledge that, from time to time, an emergency may arise that poses a real, substantial, and immediate threat to human safety or risk of substantial damage to property. School personnel having knowledge of any such emergency situation should immediately notify or cause to be notified both the Police Department (and 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 MOU 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. When the SRO observes or learns of student misconduct that does not merit a law enforcement response, but that appears to violate school rules, the SRO shall report the misconduct to the applicable principal or his or her designee 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. This data includes, but is not limited to, the number and types of crimes committed at schools, substantiated complaints related to the SRO or the Program, types of community- building activities carried out by the SRO, and number of counseling, mentoring, and related activities by the SRO. Any reports generated will be delivered to the Superintendent and the Chief of Police, who will utilize the information to evaluate the performance of the SRO and the success and effectiveness of the SRO 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
- 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 (A.L.I.C.E.), 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 12 hours of training per year towards SRO certification

Where practicable, the CPS 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 MOU shall be accompanied by C.P.D. Standing Operating Procedure #9.50 which is consistent with this MOU.

**IX. Effective Date, Duration, and Modification of MOU**

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

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

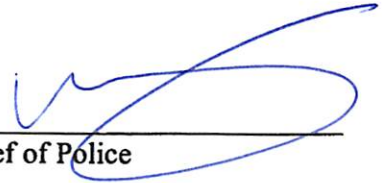
Upon execution of this MOU by the Parties, a copy of the MOU shall be placed on file in the offices of the Chief and the Superintendent. The Parties shall also share copies of this MOU with the SRO, any principals in schools where the SRO will work, the School Committee, and any other individuals whom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



\_\_\_\_\_  
Superintendent of Schools

DATE:

7/29/24



\_\_\_\_\_  
Chief of Police

DATE:

7/29/24