

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WELLESLEY PUBLIC SCHOOLS,
THE WELLESLEY POLICE DEPARTMENT
AND
THE NORFOLK COUNTY DISTRICT ATTORNEY'S OFFICE**

Purpose

This Memorandum of Understanding between the Wellesley Police Department (WPD), the Wellesley Public Schools (WPS), and the Norfolk District Attorney's Office (NDA), heretofore referenced as "the Parties," is intended to establish a unified strategy in order to facilitate a safe and secure environment for students, faculty, staff and the entire school community in the Town of Wellesley.

Philosophy

It is the shared goal of the Parties to promote a forward learning, healthy, and nurturing atmosphere within the school community. To this end, the Parties share the belief that the proactive, collaborative engagement of students, faculty and staff will establish and maintain healthy relationships and that disciplinary procedures will serve to build the capacity of students to understand the consequences of their actions and make productive choices in the future.

The Parties agree to coordinate their efforts to prevent illegal and criminal behavior, including but not limited to, incidents of verbal and physical assault, intimidation, bullying, threats, harassment, hate crimes, sex crimes, possession of weapons and the use, abuse, possession and/or distribution of drugs and alcohol. Additionally, the Superintendent of Schools and the Chief of Police agree to respond effectively and cooperatively to incidents of school delinquency and truancy.

This joint effort and cooperative response will focus on incidents that take place on school grounds and/or **within 1000 foot radius of school property**, within school property, and at school sponsored events, and other locations in which students of the Wellesley Public Schools are involved in school-sponsored activities.

This agreement is entered into pursuant to the laws of the Commonwealth of Massachusetts and deals with any incidents that would require:

1. A law enforcement response in a school setting;

2. A law enforcement response during any school-sponsored activity, even if the event is off school grounds; or
3. A law enforcement response in the community involving students of the Wellesley Public Schools.

It is understood that it will be the sole prerogative of school officials to impose discipline for infractions of school rules and policies that are not criminal in nature.

All information disclosed pursuant to M.G.L. Ch. 12 § 32; M.G.L. Ch. 71 § 37H1/2; M.G.L. Ch. 71 § 37L; 603 CMR 23; and 20 U.S.C. § 1232g, shall be kept from public dissemination in accordance with state and federal law.

Designated Liaisons and Communication

In order to facilitate prompt and clear communications between the school and police personnel, the parties agree to identify positions on their respective staffs that will function as designated liaisons. The Chief of Police and the Superintendent of Schools are the lead liaisons when there is any question in regards to interpreting the MOU.

- **The Wellesley Public Schools** designated liaison positions are: *Superintendent, Assistant Superintendent, Director of Student Services, Principal, Assistant Principal, School Psychologist, Guidance Counselor, and any other faculty member designated by the School Principal or Superintendant.*
- **The Wellesley Police Department** designated liaison positions are: *Chief of Police, Deputy Chief of Police, School Liaison Officer, Patrol Commander, Investigations Commander, Support Services Commander, Shift Commander, and any other Police Official designated by the Chief of Police.*

The Wellesley Police Department is considered the Wellesley Public School's "Law Enforcement Unit" as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. ~1232g and 34 CFR § 99) for purposes of sharing information regarding students. The Wellesley Police Department's School Liaison Officer, who is a professional employed by the Wellesley School Committee as the Supervisor of Attendance will perform numerous other duties within the Wellesley Public Schools, and shall be considered "authorized school personnel" as defined in 603 C.M.R. 23.00 and eligible for access to the records of students to whom he/she provides services.

In addition, the Superintendent of Schools and the Chief of Police agree to maintain regular and consistent communication between their offices, designated liaisons, and departments. The Superintendent and Chief of Police will communicate regularly to share appropriate information pertinent to the health, safety, and well being of students and members of the community. From time to time, as necessary, the Superintendent and Police Chief may issue joint reports, press releases, or statements to the community and public regarding the security, and well being of students and staff, and to share other information that will benefit the school and the community.

Nothing in this MOU is intended to deter the immediate reporting of an emergency situation to the Wellesley Police Department via the 9-1-1 system. In the event of an emergency situation that poses a threat to human health or safety, or may result in serious property damage, the Wellesley Police Department should be notified immediately via the 9-1-1 system in addition to any notifications required under Wellesley Public School policy. In addition, where an emergency exists, all necessary information will be provided to law enforcement personnel regarding the student(s) at issue. (FERPA - 34 CFR § 99.31)

School Department Notification Procedures

A designated school liaison from the Wellesley Public Schools will share information with a designated liaison from the Wellesley Police Department, typically the School Resource Officer, without delay, in regards to any criminal incidents.

For day-to-day communication and general information sharing the School Liaison Officer should be the primary point of contact. Matters requiring an immediate police response outside of normal communication with the School Liaison Officer should be directed to the Wellesley Police Department Shift Commander via the Emergency Communications Center at 781-235-1212.

Behaviors that will lead to notification of the WPD:

1. The possession and/or use of alcohol by a student;
2. The possession and/or use of an inhalant or any controlled substance, as defined in M.G.L. Ch. 94C;
3. Any incident in which any individual is reasonably believed to be selling or distributing alcohol or any controlled substance, as defined in M.G.L. Ch. 94C;
4. Any legitimate threat of violence, direct or indirect, past or future, against a student or school employee;
5. Any incident involving intentional assaultive behavior and/or reckless behavior that results in personal injury;
6. The possession of a weapon, as defined in M.G.L. Ch. 269 § 10, or G.L. Ch. 71 § 37H (a), and/or the Student Handbook.
7. Any incident involving stalking or harassment in violation G.L. 265 § 43 and 43A, including but not limited to annoying phone calls, domestic abuse, dating violence, or a violation of abuse prevention or harassment order.
8. Any incident involving a child suffering an injury resulting from physical, psychological, and/or sexual abuse which causes substantial risk of harm to the

child's health or welfare, to include neglect (in addition a report shall be filed with Department of Children and Families);

9. Any creation or possession of a document, whether computer or manually generated, handwritten or electronic (e.g. text) that identifies any individual targeted for violence or death;
10. Any incident involving an actual or suspected hate crime or violation of civil rights under M.G.L. 265 § 37 and § 39 or 18 U.S.C. § 249;
11. Any incident resulting in significant damage to municipal or private property;
12. Any bomb threat, fire, threatened or attempted fire setting, threatened or attempted use of an explosive device or hoax device;
13. Any incident of hazing as defined by M.G.L. 269 § 17;
14. Any incident of bullying or cyber-bullying as defined by G.L. c 71 § 370, where the school believes that the incident may have involved criminal conduct or involves any other reportable acts outlined in this memorandum; and
15. Any sexual assault, including but not limited to rape, assault with intent to rape, indecent assault and battery, as well as any lewd and lascivious behavior, open and gross lewdness, indecent exposure, or incident of gender-based harassment, "sexting", "sextortion" or possession or dissemination of sexually explicit photographs of a student or a child under the age of eighteen.

Once a designated WPS Liaison has been made aware any of the aforementioned behaviors, it is their responsibility to:

1. Ensure that an appropriate designated police liaison is notified;
2. Ensure the existence of any potential physical evidence (e.g., weapon, illicit drugs, photographs) is made known to the police department and reasonable steps are taken to secure and maintain such evidence until it can be turned over to the police department; and
3. Ensure that any reports or documents related to the incident are forwarded to the police department.

Even when not defined above, the designated liaisons from the Wellesley Public Schools may report any other incident or pass on any other information that could affect the safety or well-being of students, faculty, or administrative personnel at the school.

Police Department Reporting Procedures

Once a designated police liaison has been made aware of the arrest of any student, or that a complaint application has been filed against any student, regardless of the jurisdiction of the incident, they are to ensure that the information concerning the matter shall be shared with the appropriate designated school liaison, subject to applicable statutes and regulations governing confidentiality.

Once the principal of a school has been notified that a felony complaint has been issued against a student, the principal is required to consider suspending such student under M.G.L. 71, § 37H1/2. In order to facilitate the process of considering such a suspension, and any subsequent hearing on the matter, the principal shall make a formal request in writing for the police report involving the felony complaint. The police report related to such charge will be provided in response to this request in accordance with the authority granted to the principal under M.G.L. 71, § 37H1/2.

A police liaison may also share information about any non-criminal activity involving a student if the officer believes that the activity:

1. Involves actual or potential truancy;
2. Poses a serious and imminent threat to the student's safety;
3. Poses a threat to the safety of other students, and/or faculty or school employees;
or
4. By making such a report the officer would facilitate supportive intervention by school personnel on behalf of the student.

Wellesley Public School employees and Wellesley Police Department employees who are not "Designated Liaisons" within this agreement, shall be made familiar with the types of incidents that are referred to in this agreement and shall act to make facts of any reportable incident known to a designated liaison of their respective department.

School Security Cameras

Surveillance cameras are in use in some school facilities and on school buses to promote safety and to encourage reasonable orderliness in school, on school property, at school functions, and on school buses. Surveillance cameras are not used in areas where there is a reasonable expectation of privacy.

Recorded Video Footage

Surveillance video footage is maintained in compliance with public records laws, and WPS School Committee Policy, on WPS servers. While there may be times when designated WPS staff monitor live video feeds, footage will typically be used after-the-fact as part of routine investigatory efforts that may not involve the WPD. Recorded surveillance video shall be

available to the Wellesley Police Department for any criminal investigation or any incident involving the safety and/or security of Wellesley Public School facilities, grounds, students, faculty, or staff.

Live Video Monitoring

Live monitoring of surveillance cameras by the WPD on site is prohibited except in cases when there is a serious threat to the safety and/or security of Wellesley Public School facilities, grounds, students, faculty, or staff.—In all cases, this will be approved and coordinated by the WPS in collaboration with the WPD.

Remote Video Access

The WPS will provide the WPD with remote access to live video feeds from school cameras. The parties agree that these feeds will only be monitored by the WPD in situations where remote access to camera feeds may prove essential in organizing the response of law enforcement, fire services and/or emergency medical personnel for the safety of students, faculty and staff. In all cases, the WPS Superintendent will be notified when school camera feeds have been accessed by the WPD.

Prevention Strategies

In addition to the above responsibility, a designated liaison from the Wellesley Public Schools, the Wellesley Police Department and The Norfolk District Attorney's Office will meet periodically for the following purposes:

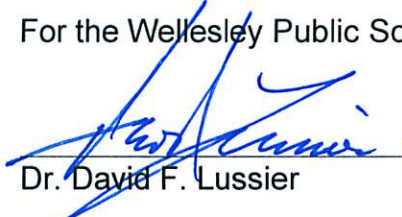
1. To discuss any use, abuse or distribution of alcohol and/or other controlled substances, incidents of violence, incidents of bullying in school or outside of school, or any other criminal activity affecting students;
2. To identify strategies and community services available to reduce such activities and to promote a safe and nurturing school environment;
3. To develop violence prevention and intervention programs, identification, protocol and curricula as required by G.L. c. 12 § 32; and
4. To outline the necessary action plan for implementation of such strategies.

Implementation and Duration

The Wellesley Public Schools and The Wellesley Police Department agree to provide agency-wide training to their respective staffs to inform them of their respective roles and responsibilities under this agreement. On an on-going basis, the same training will be provided to new staff members.

The provisions of this Memorandum of Understanding shall be effective once signed by both parties and will remain in full force and effect until amended or rescinded by the Parties.

For the Wellesley Public Schools:


Dr. David F. Lussier Date 6/25/15
Superintendent of Schools

For the Wellesley Police Department:


Terrence M. Cunningham Date 6-30-15
Chief of Police

ROLE OF THE OFFICE OF THE NORFOLK DISTRICT ATTORNEY

In the spirit of the legislative mandate for information-sharing between the district attorney, law enforcement, and school officials, as required in General Laws Chapter 12, Section 32, and to assist the WELLESLEY PUBLIC SCHOOLS in providing a safe environment for learning in accordance with the legislative mandate set forth in General Laws Chapter 71, Sections 37H and 37H1/2, among others, the Norfolk District Attorney, through his designee, and the Norfolk District Attorney's Office (NDAO), agree to do the following:


The NDAO agrees to host regular School Security Roundtable Meetings (CBBJ) with members of its staff and designees from the WELLESLEY PUBLIC SCHOOLS and the WELLESLEY POLICE DEPARTMENT. The purpose of these Roundtable meetings is to share information with the WELLESLEY PUBLIC SCHOOLS and the WELLESLEY POLICE DEPARTMENT about students who attend WELLESLEY PUBLIC SCHOOLS. The NDAO agrees that at these Roundtable meetings, the NDAO will, where appropriate:

- (a) Report to the school any complaint, criminal or delinquency, that is issued against a defendant or juvenile in Norfolk County who is known to be a student of the WELLESLEY PUBLIC SCHOOLS;
- (b) Provide pertinent facts to the WELLESLEY PUBLIC SCHOOLS concerning incidents involving students known to attend the WELLESLEY PUBLIC SCHOOLS;
- (c) Report to the school any adjudication of delinquency, criminal conviction, or other significant occurrence that arises from any above-mentioned criminal or delinquency proceedings;
- (d) When possible, consult with the WELLESLEY PUBLIC SCHOOLS and the WELLESLEY POLICE DEPARTMENT when fashioning proposing conditions of release or probation conditions on a known student of the WELLESLEY PUBLIC SCHOOLS;

- (e) Report to the WELLESLEY PUBLIC SCHOOLS all court-ordered pretrial conditions of release and sentencing conditions that impact students of the WELLESLEY PUBLIC SCHOOL;
- (f) Whenever possible, consult with the WELLESLEY PUBLIC SCHOOLS and WELLESLEY POLICE DEPARTMENT when making prosecution decisions on students known to attend the WELLESLEY PUBLIC SCHOOLS.

The NDAO and his designees agree not to disclose a student's personally identifiable information, or information from which a student could be indirectly identified, learned during these roundtable meetings pursuant to General Law Chapter 12, Section 32 to any third party other than another juvenile justice system agency and/or as provided by state and federal law.

FOR THE NORFOLK DISTRICT ATTORNEY'S OFFICE



MICHAEL W. MORRISSEY
NORFOLK DISTRICT ATTORNEY