

School Resource Officer Memorandum of Understanding
Between
Springfield School Committee and the Springfield Public Schools
and
Springfield Police Department

This Memorandum Of Understanding ("MOU") is made by and between the Springfield School Committee (the "District") and the Springfield Police Department (the "Police Department") (collectively, the "Parties"). The Superintendent of Police of the Police Department ("SPD Superintendent") and the Superintendent of the District ("SPS Superintendent") are each a signatory to this MOU. The provisions of this MOU are specifically required by section 37P of chapter 71 of the General Laws, as amended by Section 79 of chapter 253 of the Acts of 2020.

Purpose

The purpose of this MOU is to formalize and clarify implementation of the partnership between the District and the Police Department regarding the placement of police officers, referred to throughout this MOU as School Resource Officers ("SROs") at Springfield Public Schools school buildings in order to promote school safety; help maintain a positive school climate for all students, families, and school personnel; enhance cultural understanding between students and law enforcement; promote school participation and completion by students; facilitate appropriate information-sharing (as outlined in Section VI below); and inform the Parties' collaborative relationship to best serve the school community ("SRO Program").

This MOU does not, and may not be relied upon to, create any rights, substantive or procedural, enforceable by any person in any civil or criminal matter. Modifications of this MOU are permissible when necessary to indicate local practice, so long as they are consistent with state and federal law.

I. Mission Statement, Goals, and Objectives

The mission is to facilitate relationship-building by the SRO such that students, school personnel and community members see the SRO as contributing to a positive school climate. This mission will be realized by supporting and fostering the safe and healthy development of all students in the District schools through strategic and appropriate use of law enforcement resources and with the mutual understanding that school participation and completion are indispensable to achieving positive outcomes for youth and public safety.

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

- A. To foster a safe, secure, and supportive school environment for school personnel and students that allows students to learn and flourish regardless of race, religion, national origin, immigration status, gender, disability, sexual orientation, gender identity, gender expression, or socioeconomic status;
- B. To promote a strong partnership and communication between school and police personnel and clearly delineate their roles and responsibilities;
- C. To establish a framework for principled conversation and decision-making by school personnel and SROs regarding student conduct and students in need of services;
- D. To ensure that school personnel and SROs have clearly defined roles in responding to student conduct and that school administrators are responsible for code of conduct and routine disciplinary violations;
- E. To minimize the number of students arrested at school, or court-involved;

- F. 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;
- G. To outline processes for initiatives that involve the SRO and school personnel, such as violence prevention and intervention and emergency management planning, that can be provided upon request; and
- H. To offer presentations and programming to school personnel and SROs focusing on criminal and juvenile justice issues; community and relationship building; and prevention, health, and safety topics.

Nothing in this MOU shall limit an SRO ability to exercise lawful authority consistent with all laws of the Commonwealth.

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

A SRO is a duly sworn municipal police officer with all necessary training and up-to-date certificates, including special school resource officer certification as required by subsection (b) of section 3 of chapter 6E of the General Laws and is charged with: (i) providing law enforcement; (ii) promoting school safety and security services to District schools; and (iii) helping to maintain a positive school climate for all students, families, and school personnel.

The Parties agree that school principals and school principal's designees and the SROs play important and distinct roles in responding to student conduct to ensure school safety and promote a positive and supportive learning environment for students.

Under state law, the SROs shall not (i) serve as school disciplinarian, enforcer of school regulations, or in place of licensed school psychologists, psychiatrists, or counselors; or (ii) use police powers to address traditional school discipline issues, including non-violent disruptive behavior.

The principal or principal's designee shall be responsible for student code of conduct violations and routine disciplinary violations. The SRO shall be responsible for investigating and responding to potential criminal or delinquent offenses as well as student conduct that requires immediate intervention to maintain safety, as described below. The Parties acknowledge that many acts of student conduct that may contain all the necessary elements of a criminal offense are best handled through the school's disciplinary process. The SROs shall read the student code of conduct for both the District and the school and seek clarification on any questions the SROs has.

The principal or principal's designee and the SROs shall use their reasoned professional judgment and discretion to determine whether SRO involvement is appropriate for addressing student conduct. In such instances the guiding principle is whether conduct rises to the level of criminal or delinquent conduct that (1) poses substantial harm to the physical well-being of another person or (2) is willful and malicious and causes substantial harm to the property of the school or (3) constitutes the taking of property of substantial value belonging to another with intent to permanently deprive the property owner of the property. The Parties acknowledge that it may be appropriate for school principals or principal's designees rather than the SRO to deal with low-level offenses including but not limited to misdemeanor allegations of threats, assault and battery, larceny, receiving stolen property, and willful, malicious, or wanton destruction or injury to personal property. School personnel shall not ask an SRO to serve as a school disciplinarian or enforcer of school regulations.

In instances of student conduct that do not require a law enforcement response, including any incident involving misconduct by a student under 12 years of age, the principal or principal's designee shall determine the appropriate disciplinary response, allowing the student to remain in school unless doing so would pose a serious safety or security risk. The principal or principal's designee should prioritize school or community-based accountability programs and services, including, but not limited to, peer mediation, restorative justice, and mental health resources, whenever possible.

For student conduct that requires immediate intervention to maintain safety (whether, or not, the conduct involves criminal conduct), the SRO may act to de-escalate the immediate situation (where feasible) and to protect the physical safety of members of the school community. To this end, school personnel may request the presence of the SRO when they have a reasonable and articulable fear of an imminent threat to their safety or the safety of students or other personnel.

The SRO shall inform the principal or principal's designee, where practicable, to facilitate supportive intervention by school personnel on behalf of the student in an emergency situation where a student may be in immediate need of emergency medical or psychological assistance. Such intervention may be appropriate when a school nurse, psychologist, or social worker is not available, and the SRO believes that failure to intervene would create a substantial likelihood of serious harm to the student, other students, school personnel or result in destruction to school property by reason of mental illness or psychological trauma.

When the SRO, the Police Department, or other law enforcement officials have opened a criminal investigation, school personnel shall not interfere with such investigation or act as agents of law enforcement. School personnel shall assist in a criminal investigation only as witnesses or to otherwise share information consistent with Section VI, except in cases of emergency. Nothing in this paragraph shall preclude the principal or principal's designee from undertaking parallel disciplinary or administrative measures that do not interfere with a criminal investigation.

A SRO may question or participate in the questioning of a student about conduct that could expose the student to criminal or delinquency proceedings or arrest only after informing the student of his or her Miranda rights, and only in the presence of the student's parent or guardian or interested adult, according to law, except parental notice and/or presence may not be required in situations involving a direct and imminent threat to a student, school personnel, administrator or public safety. The SRO shall inform the building administrator or designee prior to questioning the student. The SRO shall not ask a school official to question a student in an effort to circumvent federal or state law. The SRO shall consult with the principal or principal's designee prior to an arrest whenever practicable, and the student's parent or guardian shall be notified as soon as practicable after an arrest.

At least annually, it shall be the responsibility of the District to provide training and information to school personnel on the distinct roles of school administration and SROs in addressing student conduct, consistent with this Section and this MOU, as well as the Standard Operating Procedures accompanying this MOU and described in Section X.

III. The Process for Selecting the SRO

The Parties acknowledge that the selection of the SRO is important to achieving the purpose, goals, and objectives of this MOU, and that it is important for the Parties and the school community to have a positive perception of and relationship with the SRO.

In accordance with state law, the SPD Superintendent shall assign an officer whom the SPD Superintendent believes would foster an optimal learning environment and educational community and shall give preference to officers who demonstrate the requisite personality and character to work in a

school environment with children and educators and who have received specialized training including, but not limited to: continuing professional development in child and adolescent development, conflict resolution and diversion strategies, de-escalation tactics, trauma informed practices, diversity, equity, and inclusion, behavioral health and any other training required by the Municipal Police Training Committee established in Section 116 of Chapter 6. The final selection and assignment of the SROs shall be within the sole discretion of the SPD Superintendent and not subject to the SPD grievance procedures.

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

- Proven experience working effectively with youth;
- Demonstrated ability to work successfully with a population that has a similar racial and ethnic makeup and language background as those prevalent in the student body, as well as with persons with physical and mental disabilities, including persons with special educational needs, persons on the autism spectrum, and persons with behavioral health challenges;
- Demonstrated commitment to making all students and all school community members feel welcomed and respected;
- Demonstrated commitment to de-escalation, diversion, and/or restorative justice, and an understanding of crime prevention, problem-solving, and community policing in a school setting;
- Knowledge of school-based legal issues (e.g., confidentiality, consent), and demonstrated commitment to protecting students' legal and civil rights;
- Knowledge of school safety planning and technology;
- Demonstrated commitment and ability to engage in outreach to the community;
- Knowledge of school and community resources;
- A record of good judgment and applied discretion, including an absence of validated complaints and lawsuits, documented in annual reviews conducted pursuant to Section IV.

In accordance with state law, the SPD Superintendent shall not assign an SRO based solely on seniority.

IV. Annual Review of the SRO

In accordance with state law, the SPD Superintendent and the SPS Superintendent shall annually, at the end of the school year, review the performance of the SRO Program and the success and effectiveness of the SROs in meeting goals and objectives of this MOU, compliance with the MOU, and the use of arrest, citation and police in schools. The SPD Superintendent, or designee, and the SPS Superintendent, or designee, shall annually report the SPRO Program performance to the Springfield School Committee.

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 school personnel and the SRO's participation in collaborative approaches to problem-solving, prevention, and de-escalation.

The SPD Superintendent and SPS 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 SPS Superintendent may recommend that an SRO not be assigned to a specific school.

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

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

The District shall be responsible for ensuring that the SRO is formally introduced to the school community, including students, parents, and school personnel. 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.

The school principal, or designee, shall integrate the assigned SRO into the school community through requested participation in faculty and student meetings, school events during school hours, and assemblies. 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").

The SROs shall be invited to participate in any District, Springfield Public Schools, and school-based emergency management planning and training exercises in accordance with the SPS Critical Incident Policy.

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

The Parties acknowledge the benefit of appropriate information sharing for improving the health and safety of students and also the importance of limits on the sharing of certain types of student information by school personnel. The Parties also acknowledge there are distinctions between personally identifiable information about students contained in education records and information about students not contained in such records as well as student information shared for law enforcement purposes and student information shared to support students and connect them with necessary mental health, community-based, and related services.

A. Points of Contact for Sharing Student Information

In order to facilitate prompt and clear communications, the Parties acknowledge that the principal (or principal's designee) and the SRO are the primary points of contact for sharing all types of student information in accordance with this 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:

Captain of the SRO Unit also known as the Quebec Unit
Springfield Public Schools Director of Safety and Security

B. Compliance with FERPA and the Massachusetts Student Record Regulations

The Parties acknowledge and agree that, in the course of providing services under the MOU, SROs may be provided with, or gain access to, information, in oral, written, or other form, that is of a confidential and non-public nature, including but not limited to, student records, educational records, and personally identifiable information ("Confidential Information"). Except as required by law, SROs will not disclose Confidential Information gained during their employ as an SRO to any third parties without the approval of SPS. The SROs shall have access only to Confidential Information that is required for them to perform their duties as "authorized school personnel" as

defined pursuant to Massachusetts Student Records Regulations 603 CMR 23.00 and as a "law Enforcement Unit" under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").

At all times, school officials must comply with the Family Educational Rights and Privacy Act (FERPA), and the Massachusetts Student Records Regulations. These rules permit disclosures of personally identifiable information about students ("Student PII") contained in educational records, without consent, under specific circumstances.

The District, by this MOU, has outsourced institutional safety and law enforcement services or functions to the SROs consistent with 34 C.F.R. § 99.31(a)(1)(i)(B) of FERPA and 603 CMR 23.07(3) of the Massachusetts Student Records Regulations, the SROs qualify as "school official" who can access, without consent, Student PII contained in education records about which the SRO has a "legitimate educational interest." To demonstrate compliance with 34 C.F.R. § 99.31(a)(1)(i)(B), the Parties affirm and agree to the following:

1. School safety is an institutional service for which the District would otherwise use its employees.
2. The District will only disclose to SROs Student PII in education records for the purposes consistent with Sections I and II of this MOU.
3. The SROs are subject to use and re-disclosure requirements in FERPA and the Massachusetts Student Records Regulations, 34 C.F.R. §99.33(a), 603 CMR 23.07(4). The SROs will use Student PII contained in education records only for the purposes described in paragraph 2 (directly above) of this section and will not re-disclose Student PII contained in education records to outside parties, who are not "school officials," without consent or unless the disclosure satisfies an exception to FERPA or the Massachusetts Student Records Regulations.
4. The District will update its annual notification, required under 34 C.F.R. § 99.37(a) and 603 CMR 23.10, to include SROs as "school officials" and to describe purposes from paragraph 2 (directly above) of this section among "legitimate educational interests" for accessing education records. If the District does not update the annual notification accordingly, the SRO's access will be limited to education records not containing Student PII, non-education records containing Student PII, and education records containing Student PII disclosed for health and safety emergencies, as described in 34 C.F.R. §§99.31(10), 99.36.

Consistent with 34 C.F.R. §§ 99.31(10) and 99.36 of FERPA, the SROs may gain access, without consent, to Student PII contained in education records "in connection with an emergency if knowledge of the [Student PII] is necessary to protect the health or safety of the student or other individuals."

FERPA and the Massachusetts Student Records Regulations apply only to Student PII contained in education records. These rules do not apply to Student PII contained in records of a Law Enforcement Unit or to communications or conversations about what school personnel have observed or derived from sources other than education records.

In addition to FERPA and the Massachusetts Student Records Regulations, the Parties agree to comply with all other state and federal laws and regulations regarding confidentiality, including, as applicable, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other rules that protect data privacy. The Parties agree to collect only that student information necessary and relevant to fulfilling their respective roles, to share such information with each other only where required or allowed under this MOU, and not to disclose such information beyond what is contemplated in this MOU unless required by state or federal law. The Parties shall not collect or disclose information on a student's immigration status.

C. Disclosure to a Law Enforcement Officer or Agency

As required by section 37L of chapter 71 of the General Laws, school department personnel and SROs shall not disclose to a law enforcement officer or agency, including local, municipal, regional, county, state and federal law enforcement, through an official report or unofficial channels, including, but not limited to, text, phone, email, database and in-person communication, or submit to the department of state police's Commonwealth Fusion Center, the Boston Regional Intelligence Center or any other database or system designed to track gang affiliation or involvement, any information relating to a student or a student's family member from its databases and other recordkeeping systems including: (i) immigration status; (ii) citizenship; (iii) neighborhood of residence; (iv) religion; (v) national origin; (vi) ethnicity; or (vii) suspected, alleged, or confirmed gang affiliation, unless it is germane to a specific unlawful incident or to a specific prospect of unlawful activity the school is otherwise required to report. Nothing in this paragraph shall prohibit the sharing of information: (i) for the purposes of completing a report pursuant to section 51A of chapter 119; (ii) upon the specific, informed written consent of the eligible student, parent or guardian; (iii) to comply with a court order or lawfully issued subpoena; (iv) in connection with a health or safety emergency pursuant to the provisions of 603 C.M.R. 23.07(4)(e); or (v) for the purposes of filing a weapon report with the SPD Superintendent pursuant to this section.

D. Information Sharing by School Personnel

1. For Law Enforcement Purposes

Where the principal or principal's designee learns of conduct by a student for which a law enforcement response may be appropriate (as described in Section II), the principal should inform the SRO. If a teacher has information related to such conduct, the teacher should communicate such information to the principal or the principal's designee. The Parties agree that the sharing of such information does not necessarily require a law enforcement response on the part of the SRO but shall instead prompt a careful consideration of whether the conduct is best addressed by law enforcement action, by a school disciplinary response, or by other alternative school-based methods that may include but are not limited to: restorative practices, positive behavior interventions and supports, mediation, conflict resolution and other evidence-based strategies.

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

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

Nothing in this section or this MOU shall prevent the principal or principal's designee from reporting possible criminal conduct by a person who is not a student. Nothing in this section

or this MOU shall prevent school personnel from complying with reporting requirements in state law, including those found in G.L. c. 71, § 37L, G.L. c. 269, § 18, and G.L. c. 71 § 37O.

2. For Non-Law Enforcement Purposes

Student information received by the SRO 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, the principal or principal's designee shall notify the student's parent/guardian, the student, or both, when such information will be shared with the SRO.

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

Subject to applicable statutes and regulations governing confidentiality, the SRO shall inform the principal or principal's designee of any arrest of a student who is assigned to the principal's building, the issuance of a criminal or delinquency complaint application against a student who is assigned to the principal's building, the SRO's perception that a student who is assigned to the principal's building may be in immediate need of emergency medical or psychological assistance, or a student's voluntary participation in any diversion or restorative justice program if:

- The activity involves criminal or delinquent conduct that poses a (present or future) threat of harm to the physical well-being of the student, other students or school personnel, or school property;
- The making of such a report would facilitate supportive intervention by school personnel on behalf of the student (e.g., because the SRO may be aware of a situation outside of school suggesting the student may benefit from supportive services in school).

When the SRO observes or learns of student conduct in school for which a law enforcement response is appropriate (as described in Section II), the SRO shall convey to the principal or principal's designee as soon as reasonably possible the fact of that conduct and where practicable the nature of the intended law enforcement response.

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

The SRO shall be a member of the Police Department and report directly to their SPD supervisor. To ensure clear and consistent lines of communication, the SRO shall meet at least monthly with the principal or principal's designee and any other school officials identified in Section VI.A. The SRO shall ensure that the principal remains aware of material interactions and information involving the SRO's work.

The salary and benefits of the SRO shall be covered by the Springfield Police Department. The costs of the training required by this MOU and any other training or professional development shall be paid by the Springfield Public Schools.

SPS agrees to reimburse SPD for the SRO Program salaries and costs incurred, including Quinn Bill payments, annual NASRO training, subject to annual appropriation, according to the terms and conditions of this MOU and as below.

A. The authorized representatives of the SPD Superintendent and the SPS Superintendent will work with the City's Chief Administrative and Financial Officer (CAFO) or his/her designee to agree on a requested budgeted amount ("Budgeted Amount") for reimbursement of the SRO Program costs, based upon mutually agreed upon SRO staffing at SPS schools, to be included in the SPS budget. Upon approval of the overall budget by the Springfield School Committee and the Springfield City Council, that approved budgeted amount for such reimbursement shall be the not to exceed SRO Program costs for that fiscal year.

B. If for any fiscal year during the Term of this MOU, the actual SRO Program costs increase beyond the approved Budgeted Amount for the SRO Program costs, the City's Finance Department will verify the amount of the increased costs as soon as practicable following a SPD retroactive collective bargaining salary increase, and promptly notify the City's CAFO of that amount. The CAFO or his/her designee will then work with the SPS Superintendent or his/her designee, to identify a funding source for the increased costs. The CAFO shall then transmit the increased amount and the funding source in writing to the SPD Superintendent and the SPS Superintendent for final review and approval, without the need for a formal amendment to this MOU.

C. The Parties acknowledge that the final net amount to be reimbursed to SPD for SRO Program costs in a fiscal year remains subject to the credit process set forth in VII. E.

D. SROs will make every effort not to schedule their vacations during the 180 designated school days according to the SPS school calendar.

E. SPD shall credit SPS for each full day (consisting of an 8-hour shift), or portion thereof (measured in full hours) of vacation, Balance of Time ("BOT"), SPD Superintendent or designee SRO reassignment, or in-service training, taken by SROs or Sergeants during the 180 designated school days. The per diem credit shall be calculated from the VII. B. compensation for the individual SRO or Sergeant taking vacation, BOT, SPD Superintendent or designee SRO reassignment, or in-service days, or a portion thereof (measured in hours). For purposes of the credit, 180 designated school days do not include summer school, snow days, school vacation days, holidays, professional development days, or any other days when schools are not in session for students. The amount of any credit to SPS described in this sections, shall be calculated by the City's Finance Department and approved by the CAFO.

SPD agrees to assign, to the best of its ability, on a daily basis at least the minimum number of SROs mutually agreed upon the Parties, and as otherwise directed in writing by the SPS Superintendent and the SPD Superintendent, to work in partnership with the SPS in order to ensure a safe learning environment for its students and personnel. The SROs will be assigned to the schools pursuant to the terms set out above for eight (8) hours per day, Monday through Friday, during the school year and as assigned by mutual agreement of SPD and SPS when the regular school year is not in session. The SROs are expected to arrive on campus fifteen (15) minutes before the start of school or as early as possible after roll call and remain until fifteen (15) minutes after the departure of the school buses, with the exception of the middle schools. SPS acknowledges that the SROs assigned to the middle schools are arriving after the start of the school day due to SPS's preference for having the SROs co er dismissal time and not at the start of the school day.

Any student, parent, school personnel, principal, or other school administrator may submit a complaint regarding alleged misconduct by a SRO, pursuant to the SPD Citizen Complaint Procedure. SPS students, parents, and guardians shall be informed by SPS building-level administrators of the Citizen Complaint Procedure.

VIII. Training for SROs

In accordance with section 23 of chapter 253 of the Acts of 2020, the Municipal Police Training Committee shall provide training for SROs including but not limited to:

- (i) the ways in which legal standards regarding police interaction and arrest procedures differ for juveniles compared to adults;
- (ii) child and adolescent cognitive development, which shall include instruction on common child and adolescent behaviors, actions and reactions as well as the impact of trauma, mental illness, behavioral addictions such as gaming and gambling disorder, and developmental disabilities on child and adolescent development and behavior;
- (iii) engagement and de-escalation tactics that are specifically effective with youth; and
- (iv) strategies for resolving conflict and diverting youth in lieu of making an arrest.

Such program shall also include training related to:

- (i) hate crime identification and prevention training curriculum including acquisition of practical skills to prevent, respond to and investigate hate crimes and hate incidents and their impact on victim communities;
- (ii) unlawful harassment and retaliation training of all protected classes, including but not limited to race, color, religion, national origin, disability, sexual orientation, gender identity, transgender status, homosexuality, genetic information, ancestry, age, military service or marital status;
- (iii) identification of youth at risk of or who are being commercially sexually exploited;
- (iv) bullying and cyberbullying; and
- (v) helping school resource officers interact effectively with school personnel and victim communities and building public confidence with cooperation with law enforcement agencies.
- (vi) any and all SPS Policies related to the above

Additional areas for continuing professional development may include:

- Restorative justice practices
- Cultural competency in religious practices, clothing preferences, identity, and other areas
- Positive behavior interventions and supports
- Training in proper policies, procedures, and techniques for the use of restraint
- Teen dating violence and healthy teen relationships
- Relationship building and positive youth development
- 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 cyber safety, emergency management and crisis response, threat assessment, and social-emotional learning

The SRO shall attend a minimum of 12 hours of training per year.

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.

The SPD will ensure that SROs are properly trained to perform SRO duties and are suited for their role in the schools. SPS agrees it will be responsible for training and travel costs associated with the National Association of School Resource Officers (NASRO) training for SROs who obtain NASRO certification. In addition, SROs are required to be CPI trained and certified. SPS agrees it will be responsible for costs associated with CPI training for SROs who obtain CPI certification. SROs are also required to attend 2

days at SPS professional development training in each school year of the term, at SPS professional development in child and adolescent development and psychology, such as juvenile law, school safety and security, CPI recertification, tactical situations in school settings, conflict resolution, diversion strategies, peer mediation, or other restorative justice techniques, and training with regard to children with disabilities or other special needs. Should SPS and SPD mutually agree upon other training courses for SROs, SPS agrees to be responsible for training and travel costs associated with enrollment in training programs of SROs who complete said mutually agreed upon other training courses.

IX. Data Collection and Reporting

In accordance with section 37P(d) of chapter 71 of the General Laws, “[a]nnually, not later than August 1, the superintendent shall report to the department of elementary and secondary education and publicly present to the relevant school committee: (i) the cost to the school district of assigning a school resource officer; (ii) a description of the proposed budget for mental, social or emotional health support personnel for the school; and (iii) the number of school-based arrests, citations and court referrals made in the previous year disaggregated as required by the department of elementary and secondary education.”

To accomplish this, the Parties agree that:

- The SPS Superintendent shall submit such reports and data to the Department annually, not later than August 1, according to the guidance and rules contained in relevant Data Handbooks issued by the Department. With respect to item (iii) above, the Department must receive individual student level data from the District on school-based arrests, citations and court referrals made in the previous academic year.
- The SPD Superintendent agrees to provide the District with regular access to data in their possession, on an individual level, as needed to fulfill the District’s data reporting responsibilities.

X. Accompanying Standard Operating Procedures

The SPD Superintendent, in consultation with the SPS Superintendent, shall establish operating procedures to provide guidance to SROs about daily operations, policies, and procedures. At a minimum, the operating procedures as established by the SPD Superintendent shall describe the following for the SRO and shall be consistent with this MOU:

1. the school resource officer uniform;
2. use of arrest and citation on school property;
3. a statement and description of students’ legal rights, including the process for searching and questioning students and circumstances requiring notification to and presence of parents and administrators;
4. chain of command, including delineating to whom the SRO reports and how school administrators and the SRO work together;
5. performance evaluation standards, which shall incorporate monitoring compliance with this MOU and use of arrest, citation, and police force in school;
6. protocols for diverting and referring at-risk students to school and community-based supports and providers; and
7. information sharing between the SRO, school personnel, and parents or guardians.

XI. Effective Date, Duration, Applicability, and Modification of MOU

This MOU shall be effective as of July 1, 2023 and shall remain in effect for a period of five (5) years, until June 30, 2028, unless amended.

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 SPD Superintendent and the SPS Superintendent. The District shall annually file the MOU with the Department of Elementary and Secondary Education. The Parties shall also provide this MOU to the SROs, the principals of any schools where the SROs will work, and any other individuals whom they deem relevant or who request it.

[Signature]
Name:
Superintendent of Springfield Public Schools
Date: 7/13, 2023

[Signature]
Name:
Superintendent of Springfield Police
Date: 6/13, 2023

See attached budget
Approved as to Appropriation:

[Signature]
City Comptroller [Signature]
Date signed: 8-23-23

Approved as to Form:

[Signature]
City Solicitor
Date signed: 8/23/23

Approved:

Chief Administrative and Financial Officer
Date signed: _____

Approved:

DOMENIC J. SARNO
MAYOR
Date signed: _____

Springfield School Committee:

[Signature]
Date signed: 7/28/23
[Signature]
Date signed: 8-2-2023

[Signature]
Date signed: 8/8/23
[Signature]
Date signed: 8/9/23

Date signed: _____

Date signed: _____

Date signed: _____

Chief Financial Officer
Springfield Public Schools

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 SPD Superintendent and the SPS Superintendent. The District shall annually file the MOU with the Department of Elementary and Secondary Education. The Parties shall also provide this MOU to the SROs, the principals of any schools where the SROs will work, and any other individuals whom they deem relevant or who request it.

[Signature]
Name:
Superintendent of Springfield Public Schools
Date: 7/13, 2023

[Signature]
Name:
Superintendent of Springfield Police
Date: 6/13, 2023

see attached budget
Approved as to Appropriation:

[Signature]
City Comptroller
Date signed: 8/23/23

Approved as to Form:

[Signature]
City Solicitor
Date signed: 8/23/23

Approved:

[Signature]
Chief Administrative and Financial Officer
Date signed: 8/24/23

Approved:

[Signature]
DOMENIC J. SARNO
MAYOR
Date signed: 8/24/23

Springfield School Committee:

[Signature]
Date signed: 7/28/23
[Signature]
Date signed: 8-23-23

[Signature]
Date signed: 8/18/23
[Signature]
Date signed: 8/9/23

Date signed: _____

Date signed: _____

Date signed: _____

Chief Financial Officer
Springfield Public Schools
Date signed: _____

