

Memorandum of Understanding
Between
Mount Greylock Regional School District -
Mount Greylock Regional School / Williamstown Elementary School
and Williamstown Police Department

This agreement (the “Agreement”) is made by and between Mount Greylock Regional School / Williamstown Elementary School (the “Schools”) and Williamstown 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 Schools and the Police Department 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 this collaborative relationship is to support and foster the safe and healthy development of all students in the Schools 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 the designated Williamstown Police Department liaison (“liaison”) shall 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 designated Williamstown Police Department liaison such that students and community members see the liaison as facilitators of needed supports as well as a source of protection;
- To outline processes for initiatives that involve the designated Williamstown Police Department liaison 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 to foster and maintain a collaborative relationship. 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 designated Williamstown Police Department liaisons

The Parties acknowledge that the selection of the designated Williamstown Police Department liaisons is a critical aspect of a collaborative relationship and that it is important for the Parties and the school community to have a positive perception of and relationship with the liaisons.

In accordance with state law, the Chief shall assign a liaison 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, are familiar with 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 liaison.

The Chief shall consider the following additional factors in the selection of a liaison:

- 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 a liaison to the school that is compatible with the school community, the Chief may 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.

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 a liaison. As part of the application process, officers who may become a liaison 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 liaison 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 liaison and the Schools accordingly. Nothing in this paragraph is intended to limit the ability of liaisons to respond to emergency situations in the schools.

B. Supervision of designated Williamstown Police Department liaison and Chain of Command

The designated Williamstown Police Department liaison shall be a member of the Police Department and report directly to Chief of Police. To ensure clear and consistent lines of communication, the liaison shall meet at least monthly with the principal and any other school officials identified in Section V.A. The liaison shall ensure that the principal remains aware of material interactions and information involving the liaison'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 Schools

The salary and benefits of the designated Williamstown Police Department liaison shall be covered by Williamstown Police Department.

D. Integrating the designated Williamstown Police Department liaisons

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

The Schools shall be responsible for ensuring that the liaison is formally introduced to the school community, including students, parents, and staff. The introduction shall include information about the liaison's background and experience, role and responsibilities, situations appropriate for liaison involvement, and how the liaison and the school community can work together, including how and when the liaison is available for meetings and how and when the school community can submit questions, comments, and constructive feedback about the liaison's work. The introduction for parents shall include information on procedures for communicating with the liaison in languages other than English.

The liaison shall regularly be invited to and attend staff meetings, assemblies, and other school gatherings. The liaison shall also be invited to participate in educational and instructional activities, such as instruction on topics relevant to criminal justice and public safety issues. If the Schools have 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 liaison shall not be utilized for support staffing, such as hall monitor, substitute teacher, or cafeteria duty.

The Parties acknowledge that the liaison 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 liaison 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 liaison to review such documents. If a parent or guardian provides such permission, the liaison shall make reasonable efforts to review the documents. Whenever possible, the school shall make available a staff member who can assist the liaison in understanding such documents.

The liaison shall have the opportunities participate in any school-based emergency management planning and 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).

IV. Roles and Responsibilities of the designated Williamstown Police Department liaison and School Administrators and Staff in Student Misbehavior

The Parties agree that school officials and the designated Williamstown Police Department liaison 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.

The liaison shall not serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers, and the liaison 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 designated Williamstown Police Department liaison 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 liaison shall read and understand the student code of conduct for both the schools.

The principal (or his or her designee) and the designated Williamstown Police Department liaison shall use their reasoned professional judgment and discretion to determine whether liaison 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 designated Williamstown Police Department liaison 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 liaison when they have a reasonable fear for their safety or the safety of students or other personnel.

When the Police Department 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 / state law 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 designated Williamstown Police Department liaison that leads to custodial questioning of a juvenile student, the liaison shall notify the student's parent or guardian in advance and offer them the opportunity to be present during the interview.

The liaison 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 Schools to make teachers and other school staff aware of the distinct roles of school administration and the designated Williamstown Police Department liaison 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 Williamstown Police Department, 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 designated Williamstown Police Department liaison 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:

Superintendent of Schools – Jason (Jake) McCandless
Williamstown Chief of Police – Michael Ziemba
Williamstown Police Department liaison – Brad Sacco
Lanesborough Chief of Police – Robert Derksen
Lanesborough Police Department liaison – Jason Costa
MG Principal – Jacob Schutz
MG Assistant Principal – Colin Shebar
WES Principal – Cindy Sheehy
WES Assistant Principal – Travis Poirot

Such Police Department employees are considered a part of the School’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.

Consistent with 34 C.F.R. §§ 99.31(10) and 99.36 of FERPA, the 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 Police Department employee identified in Section V.A. 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 designated Williamstown Police Department liaison. If a teacher has information related to such misconduct, he or she may communicate this information directly to the liaison 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 liaison 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 (and the designated Williamstown Police Department liaison 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, the designated Williamstown Police Department liaison may periodically require access to student information for purposes that fall outside of the liaison’s law enforcement role outlined in Section IV.

Student PII received by the liaison (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 liaison.

D. Information Sharing by the designated Williamstown Police Department liaison

Subject to applicable statutes and regulations governing confidentiality, the liaison 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 liaison 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 liaison observes or learns of student misconduct in school for which a law enforcement response is appropriate (as described in Section IV), the liaison 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 liaison observes or learns of student misconduct that does not merit a law enforcement response, but that appears to violate school rules, the liaison shall report the misconduct whenever such reporting would be required for school personnel.

VI. Data Collection and Reporting

In accordance with state law, the designated Williamstown Police Department liaison 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.

VII. 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:

- Issues of Concern to the Designated Liaisons: Reportable Incidents and Prevention Strategies
- Reporting Guidelines: Schools to Department and Department to Schools
- Procedure Guidelines
- Training: Department and Schools
- Search and Seizure
- Students' Rights
- Duties and Responsibilities
- Police Investigation and Questioning
- Canine Inspections of Schools
- Arrest Procedures

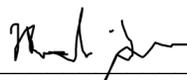
VIII. Effective Date, Duration, and Modification of Agreement

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 designated Williamstown Police Department liaisons, any principals in schools where the liaison will work, and any other individuals whom they deem relevant or who request it.

Name: Jason (Jake) McCandless
Superintendent of Schools
Date: March 16, 2022



Name: Michael Ziemba
Chief of Police (Interim)
Date: March 16, 2022