

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HINGHAM PUBLIC SCHOOLS
AND
THE HINGHAM POLICE DEPARTMENT

A. PREAMBLE

The Hingham Public Schools and the Hingham Police Department share common commitments to ongoing, two-way communication ensuring the safety and well-being of students and fostering a welcoming and secure educational environment. To that end, both parties agree to the principles of a Memorandum of Understanding as they are articulated below.

B. GENERAL PRINCIPLES

This Memorandum of Understanding is established between the Hingham Public Schools and the Hingham Police Department regarding the establishment of a protocol for the reporting and coordination of responses to incidents of violence or other illegal activity involving Hingham Public School students, taking into account the age and abilities of the individuals involved. The Hingham Public Schools and the Hingham Police Department agree to coordinate their responses to violence or other illegal activity by students and non-students that occur on school premises, at school-sponsored or school-related events, through social media, or, during the dates that School is in session, in the Hingham community. Through collaboration, the two departments can ensure safe and secure school and community environments designed to maximize effective teaching and learning.

To ensure a safe educational environment, this collaborative effort between school administration and law enforcement supports "zero tolerance" for drugs, alcohol, weapons, hate crimes and violence involving Hingham Public School students within the buildings, on the grounds of the Hingham Public Schools, at school-sponsored or school-related events, through social media, or in the Hingham community. Non-students involved in such acts on school premises or at school events are to be reported in the same manner as students are reported. Non-students include, but are not limited to, administrators, teachers, professional staff, support staff, clerical and custodial staff, security personnel, bus drivers, visitors and trespassers.

This Memorandum of Understanding is in addition to, and does not supplant, policies of the Hingham Public Schools with regard to disciplinary procedures and codes of student conduct which are now or may be formulated and published in student handbooks. It is also the responsibility of school authorities to notify the Hingham Police Department when any criminal activity is detected or suspected on school grounds or at school-sponsored events. It is the responsibility of the Hingham Police Department to respond when drugs, alcohol or weapons are found on school property or when a student is suspected of or charged with criminally chargeable offenses under Massachusetts General Laws. Furthermore, both the Hingham Public Schools and Hingham Police Department agree to respond cooperatively to incidents of school delinquency and truancy, social media issues, questions of residency, discussions of school safety and security, and issues related to custody and other family concerns.

C. PUBLICATION OF THIS MEMORANDUM BY REFERENCE

M.G.L. c. 71 § 37H requires each school district to have a written Code of Conduct reflected in student handbooks stating the standards and procedures to assure building security and safety of students and school personnel, and the disciplinary measures to be taken in cases involving the possession or use of illegal substances or weapons, the use of force, vandalism, or civil rights violations.

D. DISCLAIMER

This Memorandum of Understanding is voluntarily entered into with the consent of both parties and is an internal document between the parties and does not confer any rights, privileges or obligations nor is it enforceable as against the parties hereto in any court, administrative hearing, or other forum. Any written or oral communication between the parties of the Memorandum of Understanding will be protected by all laws relating to privacy and confidentiality. This Memorandum of Understanding is in addition to, and does not supplant, policies of the Hingham Public Schools with regard to disciplinary procedures and codes of student conduct that are now or may be formulated and published in student handbooks.

E. TERMS, CONDITIONS, AND OPERATING PROCEDURE

The parties to this Memorandum of Understanding hereby understand and consent to the following terms, conditions, and operating procedures:

1. The Superintendent of Schools or his/her designee and the School Principal or his/her designee are responsible for reporting the mandated reportable acts specified below. The Police Chief shall designate an officer (or officers) to coordinate all reported criminal acts.
2. The Superintendent of Schools or his/her designee and the School Principal or his/her designee shall immediately report to the Hingham Police Department any incident on school premises, including in or around a school bus, or at a school-sponsored or school-related function, if such incident involves any of the mandated reportable acts set forth below.

A mandated reportable act shall include:

- a) A student's possession or use of a dangerous weapon as defined in Massachusetts General Laws c. 269, § 10;
- b) Any indecent or sexual assault;
- c) Any instance of substance abuse, including the possession of alcohol, and the possession of any controlled substance as defined in Massachusetts General Laws c. 94C including but not limited to marijuana, cocaine and heroin;
- d) Any assault and battery which results in bodily injury;
- e) Any violation of a temporary or permanent restraining order or harassment order;

- f) Any so-called "hate crime," meaning for purposes of this section, any violation of Massachusetts General Laws c. 265, §§ 37 or 39;
 - g) Any illegal destruction of property or theft;
 - h) Any threat to commit a crime against the person or property of another, e.g., threats over the Internet or on social media;
 - i) Any incident or threat of fire setting or involving incendiary devices or explosives;
 - j) Any incident of "bullying" "cyber-bullying" as defined by M.G.L Chapter 71, Section 370, where the school believes that the incident may have involved criminal conduct or involves any other reportable acts outlined in (a) through (n) of the Statute.
3. Hingham Public School personnel, including but not limited to, administrators, teachers, professional staff, support staff, clerical and custodial staff, security personnel and bus drivers, shall immediately report to their direct supervisors any incident on school premises, including in or around a school bus, or at a school-sponsored function, if such incident involves any mandated reportable act specified above.
4. Said supervisor shall immediately report such incident to the School Principal. Any School Principal who receives such a report and who has reason to believe the allegations shall file a written report with the Superintendent of Schools as soon as possible, but no later than forty-eight (48) hours after receiving the report. The Superintendent of Schools shall then file copies of said report as soon as possible, but no later than forty-eight (48) hours, with the Police Chief or his designee and, where required by law, the Massachusetts Department of ~~Social Services~~ Children and Families. When reports are forwarded to the Hingham Police Department, a follow-up response will be provided by the police to the Superintendent of Schools.
5. The Superintendent of Schools or his/her designee and the School Principal or his/her designee may report to the Hingham Police Department any incident on school premises, including in or around a school bus, or at a school sponsored or school related function, if such incident involves any of the discretionary reportable acts set forth below.

A discretionary reportable act shall include:

- a) Any student's violation of a state criminal statute which warrants reporting but is not a mandatory reportable act as described above, e.g., driving to endanger, license violations, etc.
- b) Finding any student, regardless of age, who is reasonably believed to be at risk of his/her safety due to concerns about use of possible controlled substances, bullying, mental health, abuse, or other reasons.
- c) Any destruction of property or theft.

6. Hingham Public School personnel, including but not limited to, administrators, teachers, professional staff, support staff, clerical and custodial staff, security personnel and bus drivers, may report to their direct supervisors any incident on school premises, including in or around a school bus, or at a school-sponsored function, if such incident involves any discretionary reportable act specified above.
7. Said supervisor may report such incident to the School Principal. Any School Principal who receives such a report and who has reason to believe the allegations may file a written report with the Superintendent of Schools as soon as possible, but no later than forty-eight (48) hours after receiving the report. The Superintendent of Schools may then file copies of said report as soon as possible, but no later than forty-eight (48) hours after receiving the report, with the Police Chief or his designee and, where required by law, the Massachusetts Department of Children and Families. When reports are forwarded to the Hingham Police Department, a follow-up response will be provided by the police to the Superintendent of Schools.

F. SEARCHES

In order to maintain a safe environment in its schools, the Hingham Public Schools reserve the right to search all school property, including all school grounds and all parking lots, for contraband or controlled substances in accordance with state and federal laws. Searches may be conducted on a periodic basis and may include the use of trained Police K-9 units. The police liaison and the appropriate school administrator will coordinate any such searches in an effort to minimize disruption and maximize the security and effectiveness of the search.

G. REPORTING PROCEDURES

1. Any teacher or other school employee who has reasonable grounds to believe that a student has committed a mandatory reportable act or a discretionary reportable act, as defined above, shall take (or cause to be taken) the student to the School Principal or his/her designee. The School Principal/designee shall ask the reporting teacher/employee what happened and take custody of any physical evidence.
2. The School Principal/designee shall inform the student and his/her parent or guardian of the nature of the offense and inform the student and his/her parent or guardian that certain offenses must be reported to the police. The School Principal/designee may offer the student the opportunity to respond to the teacher/employee's report. The School Principal/Superintendent of Schools shall, in the case of mandatory reportable act, and may, in the case of a discretionary reportable act, notify the Hingham Police Department of the presence of contraband and the existence of any physical evidence. All contraband (drugs, alcohol, firearms, and dangerous weapons) shall be immediately surrendered to the Hingham Police Department.
3. Upon notification from the School Principal/Superintendent of Schools or his/her designee, police shall, respond in cases of mandatory reportable acts and may consult in discretionary reportable and other cases. Police shall investigate such cases and, where appropriate and following applicable Miranda guidelines, refer such cases to the District Attorney's Office.

4. In addition, the School Principal/Superintendent of Schools will comply with Massachusetts General Laws c. 71, § 37L requiring that an incident involving a student's possession or use of a dangerous weapon on school premises at any time be reported in writing to the Chief of Police. This report must be submitted in any case involving a student's possession or use of a dangerous weapon on school premises, regardless of whether it occurred during school hours, and whether or not the student has been expelled.

H. RECORDS AND COLLABORATION

1. The Hingham Public Schools and the Hingham Police Department will maintain appropriate records for all school incidents including acts or suspected acts of violence.
2. The Superintendent of Schools, Chief of Police, and other designated school administrators and police officers will meet to collaborate on the implementation of this Memorandum of Understanding and establish communication lines to support a safe, secure school and community. They will then continue meeting on at least an annual basis.
3. The Hingham Police Department will continue to provide police services to the Hingham Public Schools with a high priority response to reported crimes in progress in and around school facilities. The Hingham Police Department will also maintain visibility of uniformed Hingham police officers when requested by the Hingham Public Schools such as the arrival and dismissal of students at targeted locations.
4. The Superintendent of Schools, Chief of Police and other designated school administrators and police officers will meet during the year to collaborate on other issues as needed.
5. In addition to the above responsibilities, the designated liaisons from the Police Department and the Hingham Public Schools will meet regularly for the following purposes: (1) to discuss the scope of drug and alcohol possession and use and violence in the school setting; (2) to identify strategies to reduce such activities; and (3) to suggest the necessary action plan for implementation of such strategies.

I. POLICE DEPARTMENT REPORTS TO THE SCHOOL DEPARTMENT

1. Subject to applicable legal restrictions, including confidentiality and age restricted disclosure requirements, the Hingham Police Department will provide the Hingham Public Schools with a written report of the arrest or filing of a complaint application against any student of the Hingham Public Schools within the jurisdiction of the Hingham police. The appropriate Police Department designated liaison shall report to and share related documents including, but not limited to, police reports, with the appropriate School designated liaison any police-involved incident or event involving students of the Hingham Public Schools if the activity poses a serious threat or adverse effect to the safety of the student, other students, faculty, or administrative personnel. Examples: domestic incident, medical emergency, untimely death, etc.
2. The Hingham Police Department will report to the Hingham Public Schools all reports of missing, abducted, or exploited children or those otherwise at risk. Parents will be notified by the appropriate authorities.

3. The Hingham Police Department will provide the Hingham Public Schools with an official written report of incidents where the police conclude that reasonable suspicion exists to believe an enrolled student in the Hingham Public Schools has participated in/or committed an illegal activity by students which report may include names of students and other persons who are identified as being present. Examples: possession/consumption of illegal substances and/or alcohol, graffiti, public disturbances, etc.
4. Written reports provided by the Hingham Police Department of incidents involving Hingham students may include, but is not limited to, such information as the names of individuals present at, or actually involved in, an incident; the names of vehicle operators and/or owners; the name of home owners; a list of all witnesses to an incident.

J. TRAINING

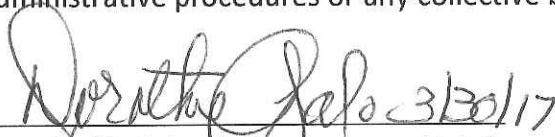
Prior to the effective date of this Memorandum of Understanding, the Hingham Public Schools and the Hingham Police Department shall provide agency-wide training to their respective staffs to inform them of their roles and responsibilities under this agreement. On an ongoing basis, the same training will be provided to new staff members. It will also be reviewed with students on an annual basis.

K. BUILDING SECURITY

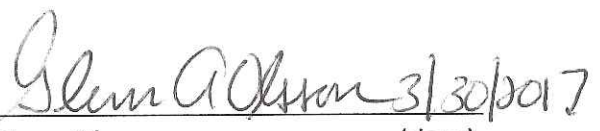
The Director of Business and Support Services and the Facilities Manager, after consultation with other school officials, will develop with the Hingham Police Department plans for the safety and security of school buildings and grounds and for the safety and security for certain extra-curricular events and activities involving Hingham students, and held on property owned and controlled by the Town of Hingham.

L. EFFECTIVE DATE AND DURATION OF THIS AGREEMENT

Nothing in this Agreement shall supersede or contravene any school or police department administrative procedures or any collective bargaining agreement.



 Dorothy H. Galo, Ph.D. (date)
 Superintendent
 Hingham Public Schools



 Glenn Olsson (date)
 Chief
 Hingham Police Department



 Elizabeth Reed O'Reilly (date)
 Chair
 Hingham School Committee