

MEMORANDUM OF UNDERSTANDING

Preamble:

This Memorandum of Understanding ("MOU") is established between the Franklin Public Schools ("FPS"), Franklin Police Department ("FPD"), and the Norfolk County District Attorney's Office ("NCDAO") regarding the establishment of a protocol for the reporting and coordination of response to incidents of violence or other illegal activity within FPS facilities or at any school related activities. The MOU is intended to foster and ensure an environment in which students, teachers, parent/guardians, administrators, employees and members of the school community may participate in the educational process without fear of violence or other illegal activity. Toward that end, there shall be a "Zero Tolerance" policy regarding serious acts of violence, weapons, hate crimes and drug distribution within and on the grounds of the FPS. A zero tolerance policy means that such incidents will not be tolerated in the FPS and violators will be referred for disciplinary action, evaluation and/or prosecution in an expeditious fashion. Initially, this MOU will establish a protocol to foster and facilitate regular communication and cooperation between the parties in areas of mutual concern.

This MOU 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 MOU will be protected by all laws relating to privacy and confidentiality. This MOU is in addition to, and does not supplant, policies of the FPS with regard to discipline procedures and codes of student conduct which are now or may be formulated and published in any student handbook.

The parties hereby agree that in order to provide a "safe educational zone" for the FPS the following policies will be established:

- I. Official Response to Reports of Serious Acts of Violence, Weapons, Hate Crimes or Drug Distribution
 1. The FPS, through its Superintendent or his/her designee, shall continue to promptly notify the FPD liaison of any information regarding any "serious act of violence." A serious act of violence shall include, but not be limited to, any actual or threatened assault involving at least one student against another student, teacher, administrator, employee or member of the school community occurring, in a school facility, or on school property and/or in connection with a school function, which results in bodily injury and/or involves the possession or use of a weapon.

The FPS, through its Superintendent or his/her designee, shall continue to promptly notify the FPD liaison of any instance where a "weapon" is possessed by or taken from a student within the school, on school grounds or surrounding area, or in connection with a school function. A weapon includes any item as defined in Massachusetts General Laws chapter 269, section 10, and any other object that FPS, in its discretion, feels warrants further attention by FPD. The FPS, through its Superintendent or his/her designee, shall continue to promptly notify the FPD liaison of any information regarding the distribution of drugs within the school, on school grounds or surrounding area, or in connection with a school function.

2. The FPD shall assign an officer to serve as liaison with the FPS. The FPD shall continue to make the liaison officer available to FPS during school hours. The liaison officer shall receive reports from the FPS Superintendent or his/her designee regarding serious acts of violence, the possession or use of weapons, incidents of hate crimes or the distribution of drugs within the school, on school grounds or surrounding area, or in connection with a school function. The FPD liaison shall investigate such cases and, where appropriate, refer such cases to the NCDAO for prosecution. The FPD shall promptly notify the NCDAO of any reports of weapons, distribution of drugs, hate crimes or serious acts of violence.
3. The NCDAO shall coordinate any case involving a child over the age of eleven which involves serious acts of violence, weapons, hate crimes or drug distribution with the FPD liaison and the FPS. Such cases will be evaluated by the NCDAO and prioritized for prosecution where appropriate. **The NCDAO shall make every effort to consult with the FPS Superintendent or his/her designee and FPD liaison regarding appropriate conditions of pretrial recognizance during the tendency of the juvenile or criminal case.** The NCDAO shall make every effort to consult with the FPD and FPS regarding the disposition recommendation of such cases. In any case involving serious acts of violence, weapons, hate crimes or the distribution of drugs, it shall be the policy of the NCDAO not to recommend a dismissal or pre-trial probation on any such case, except for extraordinary circumstances and only after consultation with liaisons of both the FPS and FPD.

The NCDAO shall report any felony delinquency complaint or adjudication to the appropriate FPS Superintendent.

II. Discretionary Reporting of Any Illegal Activity

1. In addition, the FPS Superintendent or his/her designee may report any illegal conduct by any student on school property or at any school-related activity to the FPD liaison. Such conduct may include unlawful trespassing, possession of drugs and/or alcohol, tagging, or any other illegal activity. Under these reporting procedures, students may be subject to disciplinary action and/or delinquency prosecution in the normal course, but in addition may be eligible to be diverted from prosecution in appropriate circumstances.

III. Roundtable Meetings

1. The FPS, FPD and NCDAO shall establish regularly scheduled meetings to discuss the implementation and monitoring of this Agreement.
2. Such roundtable meetings shall occur monthly, unless by a suggestion of the parties, it is necessary or appropriate to meet more frequently. The parties may also invite other officials (e.g., DYS, Probation) to participate as appropriate.
3. To the extent permitted by law, the parties shall share information regarding the implementation of the Agreement. The parties agree that any information acquired during roundtable meetings shall be confidential and subject to privacy restrictions established by law.