

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made as of the ____ day of May, 2014, by and between the **ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT**, a Massachusetts regional school district acting by and through its duly authorized Regional District School Committee, with a mailing address of 16 Charter Road, Acton, Massachusetts 01720 (the "District"), and the **TOWN OF BOXBOROUGH**, a Massachusetts municipality acting by and through its duly authorized Board of Selectmen, with a mailing address of 29 Middle Road, Boxborough, Massachusetts 01719 (the "Town"). Hereinafter, the District and the Town are together the "Parties" and individually a "Party."

RECITALS

WHEREAS, the District, the Town and the Town of Acton have agreed to regionalize the elementary schools in the Town and the Town of Acton;

WHEREAS, the voters of the Town and the Town of Acton voted on June 3, 2013, to accept the amendments to the Agreement for a Regional School District for the Towns of Acton and Boxborough, Massachusetts (the "Regional Agreement");

WHEREAS, contemporaneous herewith, the District and the Town have entered a separate Intermunicipal Agreement to carry out the requirements of the Regional Agreement and to govern the conveyance from the Town to the District of the Blanchard Memorial Elementary School (the "School Property"), along with related personal property, funds and gifts (the "IMA"), as required by Section 4.B of the Regional Agreement; and

WHEREAS, the District and the Town desire to address a number of other issues arising out of the decision to fully regionalize the public schools in the Town as follows:

PARAGRAPH 1. COOPERATION REGARDING USE OF EASEMENTS

Under Section 1.G of the IMA, the Town is reserving and granting various easements over, under, across and along the School Property and other properties of the Town. The Parties acting through the Town Administrator and the District's Superintendent of Schools or their respective designees agree to use all appropriate efforts to schedule the use of the School Property such that all Town elections, Annual Town Meetings and Special Town Meetings shall have priority access and use, consistent with the terms of the respective easements. In addition, the District shall make its other properties located in the Town of Acton available as public shelters in the event of an emergency, subject to the academic program requirements.

PARAGRAPH 2. USE OF SCHOOL FACILITIES:

The Parties acknowledge that the District has named the Town as a "Class 1" user of the District's school properties in its "Use of School Facilities Procedures", which governs the use of the District's school properties and is attached hereto and incorporated herein as Exhibit A, as

may be amended from time to time, thereby giving the Town greater access to the District's school properties for meetings of Town public bodies and other Town uses; and

The District further agrees to use all appropriate efforts to provide for the following uses of the School Property by the Town of Boxborough in accordance with the District's Use of School Facilities Procedure:

- a) Provide access to the Conservation Commission for trail maintenance;
- b) Upon receiving reasonable notice from the Town of the date of the Town's annual Fifer's Day event, the District shall incorporate the date of Fifer's Day into its use schedule for the School Property, and shall further allow for the reasonable use of the School Property and personal property owned by the District, including chairs, stages, and parking facilities, for the purpose of holding the annual Fifer's Day event; and
- c) Provide access for beaver control.

PARAGRAPH 3. POST-EMPLOYMENT BENEFITS, TEACHER RETIREMENT BENEFITS, AND HEALTH INSURANCE TRUST AGREEMENT:

Through the Town and District budget processes, the Parties agree to discuss and plan for any potential impacts associated with the regionalization on funding and liability for certain items, including but not limited to, (i) retired teacher and school employee pensions, health insurance, other post-employment benefits and Middlesex Retirement Board assessments, (ii) the existing Health Insurance Trust between the Parties, and (iii) their respective existing and future Other Post-Employment Benefits Liability Trust Funds.

PARAGRAPH 4. USE OF SHARED SEPTIC SYSTEM.

As set forth more particularly in the IMA and those Grants of Title 5 Covenant and Easement recorded in accordance therewith, appurtenant to and serving the School Property is a shared septic system (the "System") located in part on the School Property and in part on adjacent Town property, which System is owned by the Town. The Parties hereby agree that they shall share the use of such System in accordance with the Operation and Maintenance Plan approved for the System by the Boxborough Board of Health and attached hereto and incorporated herein as **Exhibit B**, and in accordance with all other lawful and reasonable regulations for the use of such System as the Town may adopt or as may otherwise apply. Any and all liabilities, losses, costs (including operation costs), expenses (including attorneys' fees), causes of action, suits, claims, damages, demands, judgments or expenses arising out of the either party's misuse of the System in accordance with the Operation and Maintenance Plan and all lawful regulations for its use shall be borne by that party.

PARAGRAPH 5. USE OF WATER SUPPLY.

As set forth more particularly in the IMA and in the deed of the School Property to the District, appurtenant to the School Property is the right to take water from the well located on adjacent Town property for school purposes, which well and the distribution facilities

appurtenant thereto are owned by the Town. The District agrees that it shall take and use such water in accordance with such lawful and reasonable regulations as the Town may adopt or as may otherwise apply.

PARAGRAPH 6. OTHER AGREEMENTS AND UNDERSTANDINGS

The Parties agree to take the following actions before, on and after July 1, 2014, with respect to the School Properties and other properties of the District located within the Town:

- (a) Cooperate and take such action as is required to effectuate the terms of the Memorandum of Understanding Between Acton Boxborough Regional School District and Boxborough Police Department, a copy which is attached hereto and incorporated herein as **Exhibit C**, which action shall include periodically reviewing and updating said Memorandum of Understanding as appropriate;
- (b) To the extent applicable, cooperate on the Massachusetts Green Communities Program, and, as reasonably necessary and appropriate, cooperate to apply for, maintain eligibility for, and properly administer, disburse and account for available federal, state and other grant funds, including without limitation Green Communities grants;
- (c) Cooperate whenever reasonably feasible in the judgment of the Town Administrator and the District's Superintendent to jointly procure supplies and services so as to maintain or improve the overall level and quality of supplies and services for the Town and the District but to reduce the overall cost thereof to the Town and the District;
- (d) Continue to take all actions necessary to effectuate the separation of each Party's financial systems on Munis; and
- (e) Otherwise cooperate before, on and after July 1, 2014, to effectuate a smooth transition for the purposes of the Amended Regional Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the District and the Town have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above written.

ACTON-BOXBOROUGH
REGIONAL SCHOOL DISTRICT

By its Regional District School
Committee, and its Transitional
School Committee

Name: Maria E. Neyland
Title: Chair
Duly authorized by vote of the
Regional School District Committee
dated _____ and attached
hereto as **Exhibit D**, and by vote of
the Transitional School Committee
dated _____ and attached
hereto as **Exhibit E**, and

Approved as to Form:

Name: Kimberly A. Rozak
Title: District Counsel

TOWN OF BOXBOROUGH

By its Board of Selectmen

Name: Vincent M. Amoroso
Title: Chair
Duly authorized by vote of the Board of
Selectmen dated _____ and
attached hereto as **Exhibit F**, and

Approved as to Form:

By its School Committee

Name:
Title: Chair
Duly authorized by vote of the
Boxborough School Committee dated
_____ and attached hereto as
Exhibit G, and

Approved as to Form:

Name: Jonathan D. Eichman
Title: Town Counsel

Exhibit A
Use of School Facilities Procedures

USE OF SCHOOL FACILITIES PROCEDURES

Revised 12/7/11, 7/5/12, 3/13/14

A variety of school facilities are available for rental by school and community groups and individuals. Acton-Boxborough Community Education will schedule all school facilities week days after 5:00 p.m., on weekends and holidays. Facility usage at other times is based on availability and is at the discretion of the building principal. Applications for facility rental should be made no later than *two weeks* in advance of the requested date. Applications for facility rental may be obtained at the Community Education Office in the Administration Building, 15 Charter Road in Acton. The phone number is (978) 266-2525. The application can be downloaded from the A-B Community Ed. website: <http://comed.ab.mec.edu>.

All in-school groups will have until July 31st to make requests for the next school year. As of August 1st, non-school groups may request rentals on a first come, first served basis. Rentals of school district grass fields occur two times per year. Tennis Court rentals occur once per year. Please see page 5 for more information. The ABRSD buildings are not available for use over summer vacation.

Please note: School activities supersede all other rentals. Renters may be bumped at the last minute if the school needs a space that has been rented. Every effort will be made to find the user a similar space or reschedule the event for another date.

CLASSIFICATIONS

Rental fees are based on user classification as follows:

CLASS 1 - School and Municipal Groups

- Events authorized and signed by a school faculty member
- Events for varsity sports and parent booster groups
- Community Education programs
- Recognized School related organizations, such as ABSAF, SADD, etc.
- Town of Acton and Town of Boxborough departments, boards and committees

Class 1 users do not pay rental fees, only costs of personnel who work at the event (e.g. senior administrator, custodians, facilities staff, A/V staff, kitchen staff).

CLASS 2 - Community Service Organizations

This class represents Acton-Boxborough groups/individuals whose main purpose is social, educational, cultural or recreational and NOT business related. Examples include social clubs and youth and adult sport groups. Scout groups are charged \$10 a year for regular weekly meetings but assessed Class 2 fees for special events such as a Pinewood Derby.

FEES: Rental fees will be charged for all events, in accordance with the district's published fees. A deposit is required at the time of application and is non-refundable unless the request for school facilities is denied. Class 2 renters will receive an invoice after the event, with the total reduced by the amount of the deposit.

CLASS 3 - Events for Personal or Commercial Benefit of an Organization or Individual

Groups in this category include condominium associations, businesses, private tutors and all others utilizing the buildings for personal or commercial benefit.

FEES: Rental fees will be charged for all events, in accordance with the district's published fees. A deposit is required at the time of application and is non-refundable unless the request for school facilities is denied. Class 3 renters will receive an invoice after the event, with the total reduced by the amount of the deposit.

FREQUENT USER DISCOUNT

Rental fees of users who rent school facilities 15-25 times per school year will be reduced by 10%.

Rental fees of users who rent school facilities 26+ times per school year will be reduced by 20%.

There are no discounts for personnel costs (senior administrator/custodial/facilities/kitchen/AV) associated with rentals.

FACILITY USE AND REGULATION

IMPORTANT NOTICES:

PARKER DAMON BUILDING and ACTON-BOXBOROUGH REGIONAL HIGH SCHOOL: You may not bring latex products of any kind into these buildings (e.g. latex balloons or gloves).

RAYMOND J. GREY JUNIOR HIGH: You may not bring citrus products of any kind into this building.

In order to reduce the risk of allergic reactions, users are asked to not bring any of the following into the school buildings: peanuts, tree nuts, milk, dairy products, eggs, soy, wheat, fish and shellfish.

SUPERVISION

The applicant is held responsible for the preservation of order and the protection of school property. When attendance or other conditions require the use of police, firemen or parking attendants, the user shall assume full responsibility for their assignments and pay for their services.

In the case of large events (i.e. ones that use more than 50% of a school building) the district may require that a **Senior School District Administrator** be present to ensure that the facility is well managed, organizers and attendees have a positive and safe experience, and the facility is left in appropriate

condition for a smooth transition to school activities to follow. Costs for this Senior Administrator will be charged to the user. If the event is a school function, such as an Ice Cream Social, and a Senior Administrator will be present, he or she may volunteer to oversee the event and no charges will be assessed. If two or more groups are renting a school and their activities together require a Senior Administrator, the cost will be divided between the groups.

RESTRICTIONS

Renting groups shall be responsible for enforcing the following restrictions:

- a. Smoking:** Smoking is NOT permitted in any school building or on school grounds.
- b. Intoxicants:** Alcoholic beverages are forbidden on school property at all times.
- c. Food or Beverage:** Food or beverage may not be served in any area outside the cafeteria. Groups of 25 or more serving food in the cafeteria will be required to have a custodian. Community Education, in consultation with Facilities staff, will make the final determination as to the need for a custodian. Groups serving food must obtain a temporary food service permit from the Board of Health. Groups utilizing the kitchen for any reason other than using the sink to draw water, must have a kitchen supervisor.
- d. Care of Property/Decorations:** The renting organization shall be liable for any damages to school property occurring at the time of rental and as a result of the rental. Plans for mounting decorations must be approved in advance by the building principal. Tape may be used as long as it does not damage school property and that it is removed by the user at the completion of the activity. No scenery or props belonging to the users may be stored in school buildings. Wax is not to be applied to floors. Furniture or equipment may not be removed and should be replaced to its original location at the completion of the activity.
- e. Fire Prevention:** All local and state fire safety regulations will be observed. No open flames may be used. All materials used for decorations must be approved in advanced by school officials and the fire chief. Electric fixtures, line extensions, equipment, and appliances may be connected under the direct supervision of a custodian only.
- f. Use of Facilities:** Rental use will be limited to the facilities and equipment specified in the usage agreement and will, under no circumstances, extend to other rooms, areas or use of equipment. Groups using the school facilities will not be permitted to promote or manage any form of chance, gambling, lotteries, raffles, bingo or other unlawful activities. Groups of children or minors shall NOT have access or use of facilities unless accompanied by an adult supervisor. The school system will remain impartial toward programs of a political nature and strive to give equal opportunity for use of school property to all political parties. School buildings will not be available for private functions such as birthday parties, family events, celebrations, individual recitals, dinners, etc.
- g. Keys:** Keys will not be issued to any group/individual. A custodian will be assigned (minimum 3 hours) to open and secure the building when the building is not usually open.
- h. Concessions:** The right of concession and sale of food and drink remains with the school and control rests with school officials. Organizations using the school cafeteria and kitchen facilities for the service or sale of food to the general public must receive a temporary food service permit from the Acton Board of Health.

i. Dances: Dances will be limited to the High School lower gym and to the school cafeterias. Proper footwear must be used for all activities in the gym.

All programs, performances and usage of the school buildings must conclude before 11:00 p.m. Events which would end later than 11:00 p.m. (e.g. Project Graduation) may occur at the discretion of the Superintendent and the Community Education Director.

LIABILITY FOR INJURY AND RECOVERY OF DAMAGES

The user agrees to save and hold harmless the Acton Public Schools and/or the Acton-Boxborough Regional School District and agrees to assume responsibility for all liabilities arising from incident to the use, it being understood and agreed that the School District assumes no obligations respecting the use of such premises. Depending upon the size and scope of a particular event, the renter(s) will be required to provide a Certificate of Insurance affording the following coverages:

- General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Acton-Boxborough Regional School District should be named as an Additional Insured Party.
- Workers' Compensation Insurance as required by law.
- Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Acton-Boxborough Regional School District and/or The Town of Acton should be named as an Additional Insured Party.

USE OF CAFETERIA/KITCHEN

Groups using the kitchen areas for anything more than the acquisition of water must employ a kitchen manager at the rate of \$40/hour. Kitchen equipment will not be available for use by renting groups.

USE OF GYMNASIUMS

Groups/individuals renting the gymnasiums must wear sneakers and conduct athletic activities in a safe and supervised manner.

USE OF THE SWIMMING POOL

The High School pool may be rented to a group of 15 to 50 people. A pool supervisor and/or one currently certified lifeguard will be required for each group of 15-25 people. A pool supervisor and/or two lifeguards will be required for groups of 26-50 people. Lifeguards must be members of the current pool staff or be approved by the pool manager. Supervisor and Lifeguard fees will be charged to the user group. A custodian will be required for any group using the High School pool.

USE OF GRASS FIELDS

Field requests are submitted to Community Ed. in January for spring and summer use and in July for fall use.

USE OF ED LEARY FIELD

All requests for Ed Leary Field usage must be approved by the Community Education Director. All approved evening events must conclude by 10:00 p.m. and the sound system turned off. Stadium lights must be turned off by 10:30 p.m. and the parking lot cleared at that time. An event may go beyond that time in the event of overtime. There is a \$30/hour charge for the lights as well as custodial overtime fees if lights are needed on the weekend or on a holiday.

USE OF TENNIS COURTS

Given the heavy use of district courts by our schools and members of the Acton-Boxborough community, a limited number of rental hours are available. These hours occur for 10 weeks in the spring (from April through mid-June) and the fall (September through mid-November). The schedule of available hours is be posted on the A-B Community Ed. website (<http://abce.abschools.org>). Interested parties should submit a request for use of tennis courts to Community Education by January 15.

USE OF AUDIO VISUAL EQUIPMENT

Renting groups should indicate the need for audiovisual equipment on the application form. For events to be held at Acton-Boxborough Regional High School, contact Brendan Hearn at (978) 264-4700 x3425 or bhearn@abschools.org. For events to be held at Raymond J. Grey Junior High, contact Jeanne Goulet at (978) 264-4700 x 3395 or jgoulet@abschools.org.

CANCELLATION OF EVENTS

In the event that school is canceled due to inclement weather or other emergencies, outside rentals will also be canceled. Renters will be notified by the Community Education office if this has occurred,

SPECIAL EVENTS

Occasionally, requests for large group activities or activities of an unusual nature may necessitate specific precautionary measures before permission is granted. In order to protect the health and safety of participants as well as protect school property, activities where attendance is expected to exceed 500 are required to hire a police officer. Proof of adequate insurance may also be required. The following procedure will be followed before the use of facility request is approved where extenuating circumstances would cause danger to persons or property:

a. A representative of the renting group will submit an application to Community Education. A meeting may be necessary to clarify the request.

b. The reservation is contingent upon:

1. Written approval from the Acton Board of Selectmen that the police and fire protection will be adequate.
2. The Superintendent is satisfied that the insurance coverage is adequate.
3. The School Committee approves with a majority vote.

The use of school facilities is a privilege. Acton-Boxborough Community Education, Acton Public Schools and the Acton-Boxborough Regional School Committees reserve the right to deny or restrict usage of the school facilities.

PAYMENT OF FEES

Class 2 and Class 3 users will pay a deposit at the time of application. All other costs are billed to the user after the event. Checks should be made payable to: **"Acton-Boxborough Community Education"** and sent to:

Acton-Boxborough Community Education
Administration Building
15 Charter Road
Acton, MA 01720

Use of Facilities Fees
As of 7/5/12

Class	Deposit	Classroom	Gym, Cafeteria (no kitchen), Auditorium	Conf. Rm or Library	Ed Leary Field	Tennis Courts	HS Pool	Custodian	Kitchen Staff	A/V Staff	A/V Equip.	Senior Administrator
1	NONE	No fee	No fee	No fee	No fee	No fee	No fee	\$48/hr/ Mon-Sat \$58/hr Sun/Holiday	\$40/hr supervisor \$35/hr staffer	\$30/hr supervisor \$15/hr student	No Fee	\$75/hour
2	\$25	\$25/use	\$50/use	\$50/use	\$200/use plus \$30/hr lights	\$8/use	\$50/use	Same as above	Same as above	Same as above	Tier 1: \$10 Tier 2: \$25 Tier 3: \$50 per use	\$75/hour

Use of Facilities Fees
As of 7/5/12

Class	Deposit	Classroom	Any Cafeteria (no kitchen)	Elementary Library	Elementary Gym	Elementary Kitchen	JH/HS Library	JH Gym	JH/HS Auditorium	JH/HS Kitchen	Senior Administrator
3	\$50	\$25/hr	\$75/hr	\$50/hr	\$100/hour	\$75/hr	\$75/hr	\$100/hr	\$200/hr (+ \$300 deposit)	\$40/hr supervisor \$35/hr Staffer	\$75/hour
Class	HS Lower Gym	HS Upper Gym	Tennis Courts	HS Pool	Ed Leary Field	Custodian	Kitchen Staff	A/V Staff	A/V Equip.		
3	\$100/hr	\$150/hr	\$12/hr	\$100/hr	\$250/hr plus \$30/hr Lights	\$48/hr/ Mon-Sat \$58/hr Sun/Holiday	\$40/hr supervisor \$35/hr Staffer	\$30/hr supervisor \$15/hr Student	Tier 1: \$10 Tier 2: \$25 Tier 3: \$50 per use		

Exhibit B
Septic System Operation and Maintenance Plan

Exhibit C
**Memorandum of Understanding Between Acton Boxborough Regional School District and
Boxborough Police Department**

**MEMORANDUM OF UNDERSTANDING,
BETWEEN ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT
AND BOXBOROUGH POLICE DEPARTMENT**

I. GENERAL PRINCIPLES

The ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT and the BOXBOROUGH POLICE DEPARTMENT agree to coordinate their efforts and share information in order to prevent violence involving the students of the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT, to prevent the use, abuse and distribution of alcohol and other controlled substances involving the students of ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT and to promote a safe and nurturing environment in the school community.

We agree to respond effectively and cooperatively for everyone's protection to incidents of student delinquency, truancy, and criminal behavior. The joint effort of cooperative response will focus on incidents that take place on school property, at school sponsored events, and at other locations in which students of the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT are involved or affected.

We also agree to keep all information disclosed pursuant to G.L. c. 12 § 32; G.L. c. 71 § 37H1/2; G.L. c. 71 § 37L; 603 CMR 23; and 20 U.S.C. § 1232g, from public dissemination in accordance with state and federal law.

This agreement is entered into pursuant to the Laws of the Commonwealth of Massachusetts and ~~pertains to issues of violence, attempted violence or threatened violence, the use, abuse and/or~~ distribution of alcohol or other drugs, or other incidents that would require a law enforcement response to a school, during any school sponsored activity (on or off school grounds), or involving students of the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT. It is to be read in conjunction with any and all policies, procedures, and reporting requirements set forth in the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT student handbook.

It is agreed and understood that it is the sole prerogative of school officials to impose discipline for infractions of school rules and policies not amounting to criminal or delinquent conduct. See the school handbook for specific policies and procedures in this regard.

II. SCHOOL AND POLICE DEPARTMENT DESIGNATED LIAISONS

In order to facilitate prompt and clear communications between the school and police personnel, the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT and the BOXBOROUGH POLICE DEPARTMENT agree to identify individuals on their respective staffs who will function as Designated Liaisons.

A. THE ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT DESIGNATED LIAISONS, BY SCHOOL, ARE: *[List here the person's title instead of his/her name. Examples: School Principal, Assistant Principal (Alternate), Community Based Justice Program Contact Person]*

ABRHS Principal

RIGHS Principal

Director of April Services

B. THE BOXBOROUGH POLICE DEPARTMENT DESIGNATED LIAISONS ARE:

[List here the person's title instead of his/her name. Examples: School Resource Officer, Lieutenant, Community Based Justice Program Contact Person]

<u>SERGEANTS</u>	<u>DETECTIVES</u>
_____	_____
_____	_____

The aforementioned police department designated liaisons are considered a part of the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT District's "Law Enforcement Unit" as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g) for purposes of sharing information regarding students.

III. ISSUES OF CONCERN TO THE DESIGNATED LIAISONS

A. REPORTABLE INCIDENTS:

- (1) The Designated Liaisons from the School and Police Department will review all incidents classified as Mandatory Reportable Incidents, as defined in Section IV of this agreement.
- (2) ~~Additionally, the Designated Liaisons will review any incident or information that may affect the safety or well being of students, faculty, or administrative personnel.~~

B. PREVENTION STRATEGIES:

In addition to the above responsibilities, the Designated Liaisons from the School, the Police Department and the Middlesex District Attorney's Office will meet regularly for the following purposes:

- (1) to discuss incidents of violence or bullying (as defined under G.L. c. 71, § 37O) in school or outside of school that affects students of the school;
- (2) to discuss any use, abuse or distribution of alcohol and/or other controlled substances or any other criminal activity affecting students;
- (3) to identify strategies to reduce such activities and to promote a safe and nurturing school environment;
- (4) to discuss community resources available for students at risk of harm from violence, abuse or neglect;
- (5) to develop violence prevention and intervention programs, identification, protocol and curricula as required by G.L. c. 12 § 32; and
- (6) to outline the necessary action plan for implementation of such strategies.

IV. REPORTING GUIDELINES

A. SCHOOL REPORTS TO POLICE DEPARTMENT

- (1) The following shall be considered Mandatory Reportable Incidents:
 - (a) possession, use, or distribution of alcohol by a student;
 - (b) possession, use, or distribution of an inhalant or any controlled substance, as defined in G.L. c. 94C (excepting any possession of prescription medication possessed and administered in accordance with state law and school policy);
 - (c) any incident in which any individual is reasonably believed to be distributing controlled substances or alcohol;
 - (d) any incident involving the threat of assaultive behavior or intentional assaultive behavior and/or reckless behavior that results in personal injury;
 - (e) possession of a weapon, as defined in the school handbook or under G.L. c. 71 § 37H (a), which includes, but is not limited to, a gun or a knife, and ammunition or components thereof.
 - (f) any incident involving stalking or harassment in violation of G.L. c. 265 § 43 and 43A, annoying phone calls, domestic abuse, dating violence, or a violation of G.L. c. 209A or 258E restraining order, and any students either protected by a restraining order;
 - (g) any incident involving a child suffering physical or emotional injury resulting from abuse inflicted upon him or her which causes harm or the substantial risk of harm to the child's health or welfare, including sexual abuse or from neglect (in addition to a report filed with the Department of Children and Families);
 - (h) any incident involving an actual or suspected hate crime or violation of civil rights, including but not limited to an assault or battery upon a person or damage to the real or personal property of a person with the intent to intimidate such person because of such person's race, color, national origin, sexual orientation, or disability in violation of G.L. c. 265 §§ 37 and 39, as well as any act of bodily injury or attempt to cause bodily injury against a person due to actual or perceived religion, national origin, gender, sexual orientation, gender identity, or disability in violation of 18 U.S.C. § 249;
 - (i) any incident resulting in significant damage to municipal or private property;
 - (j) any bomb threat, fire, threatened or attempted firesetting, threatened or attempted use of an explosive device or hoax device, or possession of a "novelty lighter" as defined by G.L. c. 148 § 60. NOTE: The school shall also report "unauthorized ignition of any fires" to the local fire department under G.L. c. 148 § 2A;

- (k) any creation or possession of a document, whether computer or manually generated, handwritten or electronic (e.g., *text or email*), that identifies any individual targeted for violence or death;
 - (l) any threat, direct or indirect, past or future, against a student, school personnel or other school employee;
 - (m) any incident of "hazing" as defined by G.L. c. 269 § 17, involving any conduct or ritual or method of initiation into any school organization that endangers the physical or mental health of any student;
 - (n) any sexual assault, including but not limited to rape, assault with intent to rape, indecent assault and battery, as well as any lewd and lascivious behavior, open and gross lewdness, indecent exposure, or incident of gender-based harassment, "sexting", "sextortion"¹ or possession or dissemination of sexually explicit photographs of a student;
 - (o) any incident of "bullying" or "cyber-bullying" as defined by G.L. c. 71 § 37O where the school believes that the incident may have involved criminal conduct or involves any other reportable acts outlined in (a) through (n).
- (2) Mandatory Reportable Incidents will be immediately reported to the BOXBOROUGH POLICE DEPARTMENT if such incident:
- (a) occurred on school property or within 1,000 foot radius of school property;
 - (b) occurred at a school-sponsored function;
 - (c) occurred in a school owned or contracted bus or other vehicle or at school bus stop; or
 - (d) involved a student of the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT.
- (3) The Designated Liaisons from the School may report any other incident or information that may affect the safety or well being of students, faculty, or administrative personnel at the School.

A. POLICE DEPARTMENT REPORTS TO THE SCHOOL

The appropriate Police Department Designated Liaison will inform the appropriate School Designated Liaison, subject to applicable statutes and regulations governing confidentiality, of:

¹ "Sexting" refers to the sending of a photograph or other visual image, depicting a person in a partial or total state of nudity, via text message, from one electronic device to another, usually cell telephones. "Sextortion" refers to a form of extortion (attempted or completed) where a person is extorted with a nude or partially nude image of themselves they had shared through "sexting", usually for money, additional images or a promise of sexual acts.

- (1) any arrest of a student or the filing of a criminal or delinquency complaint application against any student of ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT; and
- (2) any occurrence involving a student of the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT, if the
 - (a) activity poses a serious (present or future) threat to the safety of the student, other students, faculty, or administrative personnel;
 - (b) making of such report would facilitate supportive intervention by school personnel on behalf of the student; or
 - (c) activity involves actual or possible truancy.

V. PROCEDURE GUIDELINES

A. INTRODUCTION

A goal of educators is to provide a safe and nurturing climate in which learning can take place. It is also a goal of local law enforcement to promote a safe environment in the public school community.

As past events have shown, any school is at risk for incidents of violence, threatened violence or attempted violence, as well as the use, abuse and distribution of alcohol and other controlled substances, all of which diminish the ability of the school community to focus upon the business of learning. ~~In order to promote a safe and nurturing environment in our schools and in our community, it is in our common interest to share information. It is through the collaborative efforts of the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT and the BOXBOROUGH POLICE DEPARTMENT that this can occur.~~

In order to maintain a safe and nurturing environment in its schools, the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT reserves the right to conduct a reasonable search all school property for weapons, alcohol, other contraband or controlled substances in accordance with state and federal law and the student handbook.

B. REPORTING PROCEDURES FOR EMERGENCY SITUATIONS

Definition: An emergency situation is any incident that poses a threat to human health or safety or which may result in serious property damage.

A teacher or other employee having knowledge of any emergency situation shall immediately notify or cause to be notified both the BOXBOROUGH POLICE DEPARTMENT (911) and the School Principal or Assistant Principal. This requirement is in addition to any procedures outlined in the student handbook.

Where an emergency exists and there is an immediate need to avert or defuse certain unusual conditions or disruptions in the school setting, the school will provide all necessary information to law enforcement personnel regarding the student at issue. (See § 99.31(a) (10) of the FERPA regulations.)

C. REPORTING PROCEDURES FOR NON-EMERGENCY SITUATIONS

A teacher or other school employee, having reasonable grounds to believe that a student has committed an act categorized as a Mandatory Reportable Incident, shall promptly (1) report the incident and names of any involved persons to the appropriate Designated School liaison and (2) take reasonable steps to maintain any pertinent physical evidence in a secure place.

D. RESPONSIBILITY OF THE DESIGNATED SCHOOL LIAISON

Once a Designated School Liaison has been made aware of a Mandatory Reportable Incident, it is her/his responsibility to immediately:

- (1) notify the Police Department Designated School Liaison and, when appropriate, the parents or guardians of the involved students;
- (2) notify the Police Liaison of the existence of pertinent physical evidence and take reasonable steps to maintain it in a secure place; and
- (3) notify the Police Liaison of any related written reports about the incident.

VI. IMPLEMENTATION

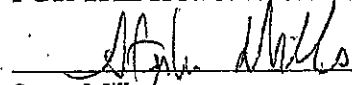
A. TRAINING

The ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT and the BOXBOROUGH POLICE DEPARTMENT agree to provide agency-wide training to their respective staffs to inform them of their roles and responsibilities under this agreement and to consult with the Middlesex District Attorney's Office as appropriate regarding this agency-wide training. On an on-going basis, the same training will be provided to new staff members.

B. EFFECTIVE DATE AND DURATION OF THIS AGREEMENT

The provisions of this Memorandum of Understanding shall be effective as of 7/1/13 and will remain in full force and effect until amended or rescinded by the parties.

FOR THE ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT:

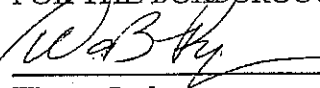


Steve Mills
Superintendent

10/31/13

Date

FOR THE BOXBOROUGH POLICE DEPARTMENT:



Warren Ryder
Chief of Police

10/25/2013

Date

APPENDIX A


ROLE OF THE OFFICE OF THE MIDDLESEX DISTRICT ATTORNEY

In the spirit of the legislative mandate regarding communication between the district attorney, law enforcement and school officials, as included in General Laws, Chapter 12, Section 32, and to assist the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT in providing a safe environment for learning, in accordance with the legislative mandate set forth in G.L. c. 71, §§ 37H and 371/2H, among others, the Middlesex District Attorney's Office (MDAO), through his designees, agrees to:

- (1) report to the school any complaint, criminal or delinquency, that is issued against a defendant or juvenile who is known to be a student of the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT;
- (2) report to the school the facts underlying any incident which the MDAO is considering diverting a student in lieu of prosecution where the student is known to attend the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT;
- (3) report to the school any adjudication of delinquency or conviction, or other significant occurrence that arises from any above criminal or delinquency proceeding;
- (4) consult with the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT and the BOXBOROUGH POLICE DEPARTMENT when fashioning proposed terms and conditions to be imposed upon a known student of the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT at both the pre-adjudication and post-adjudication stages of the prosecution; and
- (5) consult with the ACTON BOXBOROUGH REGIONAL SCHOOL DISTRICT and the BOXBOROUGH POLICE DEPARTMENT when deciding whether to divert a known student in lieu of prosecution or to prosecute a student as a Youthful Offender.

The Middlesex District Attorney agrees to provide training to the MDAO staff to inform them of their roles and responsibilities under this agreement. On an on-going basis, the same training will be provided to new staff members.

The MDAO will not disclose a student's personally identifiable information learned during and/or in relation to a G.L. c. 12, § 32 community based justice meeting to a third party other than another juvenile justice system agency and/or as provided by state and federal law.


Marian T. Ryan
District Attorney
Middlesex County

11/15/13
Date

Exh C. mon-Bxb.

Exhibit D
Vote of the Regional School District Committee

Exhibit E
Vote of the A-B Transitional School Committee

Exhibit F
Vote of the Board of Selectmen

Exhibit G

Vote of Boxborough School Committee

