

**AGENDA**  
**Board of Selectmen Meeting**  
**Remote Location Meeting**  
**June 1, 2020 – 3:00 PM**

**PLEASE ASK IF ANYONE IS RECORDING THE MEETING  
AND ANNOUNCE CABLE TAPING (IF PRESENT)**

1. In accordance with the Governor's Order Suspending Certain Provisions of the Open Meeting Law, G.L. c.30A, §20, relating to the 2020 novel Coronavirus outbreak emergency, the June 1, 2020 public meeting of the **Board of Selectmen** shall be physically closed to the public to avoid group congregation. **However, to view this meeting in progress, please go to [facebook.com/lakecam](https://www.facebook.com/lakecam) (you do not need a Facebook account to view the meeting). This meeting will be recorded and available to be viewed at a later date at <http://www.lakecam.tv/>**
2. Selectmen Announcements
3. Meet with Police Chief Matthew Perkins to discuss renewal of School Resource Officer Contract; request for three (3) promotions and recent Food Drive with Middleborough Police Department
4. Discuss location of Annual and Special Town Meetings with Town Moderator and Town Clerk and other Town Meeting matters
5. Discuss Annual Town Election – June 16, 2020
6. Discuss and vote to schedule Warrant Review
7. Review FY20 Budget
8. Review FY21 Budget
9. Discuss FY21 Regional School Budget
10. Discuss meeting with Finance Committee to review FY21 Budget
11. Discuss surface treatment on Highland Road
12. Revisit revised date for Patriot Half Triathlon – September 5, 2020
13. Request from Town Clerk to send letters to State Political Parties regarding Election Workers
14. New Business
15. Old Business: Update on former Lakeville Hospital property  
Update on sale of Lakeville Country Club
16. Any other business that may properly come before the meeting

**Please be aware that this agenda is subject to change. If other issues requiring immediate attention of the Board of Selectmen arise after the posting of this agenda, they may be addressed at this meeting.**

**AGENDA ITEM #1**  
**JUNE 1, 2020**

In accordance with the Governor's Order Suspending Certain Provisions of the Open Meeting Law, G.L. c.30A, §20, relating to the 2020 novel Coronavirus outbreak emergency, the June 1, 2020 public meeting of the **Board of Selectmen** shall be physically closed to the public to avoid group congregation. **However, to view this meeting in progress, please go to [facebook.com/lakecam](https://www.facebook.com/lakecam) (you do not need a Facebook account to view the meeting). This meeting will be recorded and available to be viewed at a later date at <http://www.lakecam.tv/>**

## AGENDA ITEM #2 JUNE 1, 2020

### ANNOUNCEMENTS

#### Miscellaneous

In response to the ongoing COVID-19 pandemic, Early Voting by mail is available for elections held before June 30, 2020. We recommend that voters take advantage of this option and early vote by mail for the Annual Town Election scheduled for June 16, 2020. You can obtain an early voting ballot by sending a signed request to the Town Clerk's office or by filling out and returning the early voting application available on the Town's website. Applications can be returned by mail, dropped off in the silver box in front of the Town Hall, or submitted by email to [ldrane@lakevillema.org](mailto:ldrane@lakevillema.org) if your signature is visible on the application. Your early voting ballot must be received by the Town Clerk before the polls close 8:00 PM on election day.

Voter registration for the Annual Town Election will be occurring on June 3, 2020 from 8 AM to 8 PM. You can register in person by calling the Town Clerk's Office at 508 946-8800 and someone will bring a form out to you; you can also pick up a voter registration form in the foyer by the Board of Health Office and mail it back; or go on line and register at [www.RegisterToVoteMA.com](http://www.RegisterToVoteMA.com). To submit an online application, you must have a valid driver's license, learner's permit, or non-driver ID issued by the Massachusetts Registry of Motor Vehicles.

The Town will be holding an Annual and Special Town Meeting on June 23, 2020 at Apponequet High School. This year the Annual Town Meeting will come first, beginning at 7:00 PM, followed by the Special Town Meeting at 8:00 PM.

**AGENDA ITEM #3  
JUNE 1, 2020**

**MEET WITH POLICE CHIEF MATTHEW PERKINS TO DISCUSS  
RENEWAL OF SCHOOL RESOURCE OFFICER CONTRACT;  
REQUEST FOR THREE (3) PROMOTIONS AND RECENT FOOD  
DRIVE WITH MIDDLEBOROUGH POLICE DEPARTMENT**

Chief Perkins has presented the new School Resource Officer (SRO) contract with the Region to the Board for approval. He has provided the new agreement; current agreement that expires June 30, 2020; and job description for the SRO for your review.

Chief Perkins is also requesting three (3) promotions: Sean Joyce to Captain; Steven Leanues to Lieutenant and Ryan Maltais to Lieutenant (see attached letter).

Paula Fay from the Sacred Heart Food Pantry will be joining the meeting to discuss the Food Drive that the Lakeville and Middleborough Police Departments held on May 24<sup>th</sup> and May 25<sup>th</sup>.

Tracie



# LAKEVILLE POLICE DEPARTMENT

323 Bedford St.  
Lakeville, MA 02347



Matthew J. Perkins  
Chief of Police

Phone: 508-947-4422  
Fax: 508-946-4422

To: Maureen Candito, Lakeville Town Administrator  
Richard Medeiros, Freetown-Lakeville Regional School District Superintendent  
Lakeville Board of Selectmen  
Freetown-Lakeville Regional School Committee

From: Matthew J. Perkins, Chief of Police

Date: May 22, 2020

Subject: School Resource Officer Agreement

RECEIVED  
MAY 26 2020  
SELECTMEN'S OFFICE

Interested Parties,

The current agreement between the Lakeville Police Department and the Freetown-Lakeville Regional School District is set to expire on June 30, 2020. The new agreement is compliant with Massachusetts General Law c. 71 s. 37P. Unlike the current agreement, the proposed agreement, once signed, will remain in full force until either party requests an amendment or withdrawal.

The current agreement sets compensation of the SRO at \$186.11 per day. To my knowledge this rate has not changed since the inception of the original agreement and does not reflect the appropriate cost of a police officer. The new agreement sets the rate at 75% of a step 1 (lowest step) police officer. The rate and language will allow for automatic annual increases when necessary. The rate for the new agreement for fiscal year 20 would be \$204.47 per day.

In accordance with the agreement I have also included Lakeville Police Department Policy 4.28 (School Resource Officer). Thank you for your time and consideration and feel free to contact me with any questions or concerns.

Respectfully,

Matthew J. Perkins  
Chief of Police  
Lakeville Police Department

Memorandum of Understanding  
Between  
Freetown-Lakeville Regional School District  
and  
Lakeville Police Department

This agreement (the “Agreement”) is made by and between Freetown-Lakeville Regional School District (the “District”) and Lakeville 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 District and the Police Department to implement a School Resource Officer (“SRO”) program (the “Program”) Apponequet Regional High School, Freetown Lakeville Middle School, George R. Austin Intermediate School and Assawompset Elementary School (the “Schools”)] 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 the Program is to support and foster the safe and healthy development of all students in the District 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 SROs 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 SRO such that students and community members see the SRO as a facilitator of needed supports as well as a source of protection;
- 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;
- To outline processes for initiatives that involve the SRO 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 for the Program. 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 SRO

The Parties acknowledge that the selection of the SRO is a critical aspect of the Program 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 Chief shall assign an officer 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 and who have received specialized training in child and adolescent cognitive development, 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 the officer who is ultimately assigned as the SRO.

The Chief 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 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 an SRO who is compatible with the school community, the Chief shall 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. **In accordance with state law, the Chief shall not assign an SRO based solely on seniority.**

The Chief shall consider 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 an SRO. As part of the application process, officers who are candidates for an SRO position 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 SRO 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 SRO and the District accordingly. Nothing in this paragraph is intended to limit the ability of the SRO to respond to emergency situations in District schools.

#### **B. Supervision of SRO and Chain of Command**

The SRO shall be a member of the Police Department and report directly to the police Lieutenant assigned as SRO supervisor. The SRO shall be designated as a special employee of the District and shall report directly to the respective building principals. To ensure clear and consistent lines of communication, the SRO shall meet at least monthly with the principal and any other school officials identified in Section V.A. The SRO shall ensure that the principal remains aware of material interactions and information involving the SRO'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 School District**

The Freetown-Lakeville Regional School District agrees to pay the Town of Lakeville 75% of the annual base salary of a step 1 Lakeville Police Officer. The Lakeville Police Department will invoice the FLRSD at the end of each month. Should the SRO be unavailable on a particular day, the Lieutenant supervising the SRO will fill or replace the SRO. The District will be billed the same amount for the supervising SRO's duties that particular day.



The Freetown-Lakeville Regional School District shall be billed by the Lakeville Police Department the current detail rate, up to a maximum of 8 hours per week, for school related duties outside the SRO's normal work schedule or for duties of the supervising SRO.

The District will make available to the SRO, a dedicated and secure office space for the SRO that allows the SRO to engage in confidential conversations. This includes a desk, chairs, and access to any technology needs.

#### **D. Integrating the SRO**

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 staff. 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, including how and when the SRO is available for meetings and how and when the school community can submit questions, comments, and constructive feedback about the SRO's work. The SRO shall also initiate communications with students and teachers to learn their perceptions regarding the climate of their school.

The SRO shall regularly be invited to and attend staff meetings, assemblies, and other school convenings. The SRO 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 District has 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 SRO shall make reasonable efforts to attend such training. 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"). School personnel shall notify parents or guardians of such students of the opportunity to offer the SRO 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 SRO to review such documents. If a parent or guardian provides such permission, the SRO shall make reasonable efforts to review the documents. Whenever possible, the school shall make available a staff member who can assist the SRO in understanding such documents.

The SRO shall participate in any District and school-based emergency management planning. The SRO shall also participate 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).

#### **E. Complaint Resolution Process**

The Parties shall develop and implement a simple and objective complaint resolution system for all members of the school community to register concerns that may arise with respect to the SRO or the Program. The system shall comply with Police Department policies and shall provide for timely communication of the resolution of the complaint to the complainant. The system shall also allow parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the SRO consistent with the SRO’s due process rights and any applicable employment protections.

All students, parents, guardians, teachers, and administrators shall be informed of the complaint resolution system and procedures at the beginning of each school year.

The Parties shall develop and implement a system that allows for the SRO and other Police Department officers to register concerns, including concerns about misconduct by teachers or administrators, that may arise with respect to the Program.

#### **F. Annual Review of the SRO and the SRO Program**

**In accordance with state law, the Chief and the Superintendent shall annually review the performance of the SRO and the success and effectiveness of the Program in meeting the Goals and Objectives.** The review shall be conducted at the end of each school year in a meeting among the SRO, the Chief, and the Superintendent.

The Chief and Superintendent shall jointly develop and agree in advance on the metrics for measuring the SRO’s performance and the success and effectiveness of the Program. The review shall include measures that reward the SRO’s performance, subject to the terms of any applicable collective bargaining agreements, for compliance with the terms of this Agreement and the SRO’s contributions to achieving the mission, purpose, goals, and objectives as set forth in Sections I and II. 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 staff and the SRO’s participation in collaborative approaches to problem-solving, prevention, and de-escalation.

The Chief and 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 Chief shall seriously consider any such feedback and shall make a good faith effort to address any concerns raised; however, the final selection

and assignment of the SRO shall be within the sole discretion of the Chief. If the Superintendent recommends that the SRO not be assigned to a specific school, the Chief shall provide an explanation of any decision to maintain the SRO's assignment.

#### **IV. Roles and Responsibilities of the SRO and School Administrators and Staff in Student Misbehavior**

The Parties agree that school officials and the SRO 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.

**Under state law, the SRO shall not serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers, and the SRO 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 SRO 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 SRO shall read and understand the student code of conduct for both the District and the school.

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

When the SRO or other Police Department employees 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 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 SRO that leads to custodial questioning of a juvenile student, the SRO shall notify the student's parent or guardian in advance and offer them the opportunity to be present during the interview.

**In accordance with state law, the SRO 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 District to make teachers and other school staff aware of the distinct roles of school administration and SROs 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 SROs, 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 SRO 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  
Chief of Police  
Police Lieutenant SRO Supervisor

Such Police Department employees are considered a part of the District'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.

When the District "has outsourced institutional services or functions" to the SRO consistent with 34 C.F.R. § 99.31(a)(1)(i)(B) of FERPA, the SRO qualifies as a "school official" who can access, without consent, Student PII contained in education records about which the SRO has a "legitimate educational interest."

Consistent with 34 C.F.R. §§ 99.31(10) and 99.36 of FERPA, the SRO (or other 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 an SRO 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 SRO. If a teacher has information related to such misconduct, he or she may communicate this information directly to the SRO 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 SRO 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 (or the SRO 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, SROs may periodically require access to student information for purposes that fall outside of the SRO's law enforcement role outlined in Section IV.

Student PII received by the SRO (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 SRO.

#### **D. Information Sharing by the SRO**

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

#### **VI. Data Collection and Reporting**

**In accordance with state law, the SRO 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. SRO Training**

**In accordance with state law, the SRO shall receive ongoing professional development in:**

- (1) child and adolescent development,**
- (2) conflict resolution, and**
- (3) diversion strategies.**

Additional areas for continuing professional development may include, but are not limited to:

- Restorative practices
- Implicit bias and disproportionality in school-based arrests based on race and disability
- Cultural competency in religious practices, clothing preferences, identity, and other areas
- Mental health protocols and trauma-informed care
- De-escalation skills and positive behavior interventions and supports
- Training in proper policies, procedures, and techniques for the use of restraint
- Teen dating violence and healthy teen relationships
- 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 bullying prevention, cyber safety, emergency management and crisis response, threat assessment, and social-emotional learning

The SRO shall also receive certified basic SRO training on how to mentor and counsel students, work collaboratively with administrators and staff, adhere to ethical standards around interactions with students and others, manage time in a school environment, and comply with juvenile justice and privacy laws, to the extent that such training is available.

The SRO shall attend a minimum of twelve (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.

### **VIII. 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:**

- **The SRO uniform** and any other ways of identifying as a police officer;
- Duty hours and scheduling for the SRO;
- **Use of police force, arrest, citation, and court referral on school property;**
- **A statement and description of students' legal rights, including the process for searching and questioning students and when parents and administrators must be notified and present;**
- **The chain of command, including delineating to whom the SRO reports, how often the SRO meets with the principal or his or her designee, and how school administrators and the SRO work together,** as well as what procedure will be followed when there is a disagreement between the administrator and the SRO;
- Protocols for SROs when school administrators, teachers, or other school personnel call upon them to intervene in situations beyond the role prescribed for them in Section IV;
- **Performance evaluation standards, which shall incorporate monitoring compliance with this Agreement and use of arrest, citation, and police force in school;**
- **Protocols for diverting and referring at-risk students to school- and community-based supports and providers; and**



- Clear guidelines on confidentiality and **information sharing between the SRO, school staff, and parents or guardians.**

**IX. 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 SRO, any principals in schools where the SRO will work, and any other individuals whom they deem relevant or who request it.

Freetown-Lakeville Regional School District  
BY its Committee

Town of Lakeville  
BY its Board of Selectmen

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\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Chief of Police

Date: \_\_\_\_\_, 2020

Date: \_\_\_\_\_, 2020



## Town of Lakeville

Town Office Building

346 Bedford Street

Lakeville, Massachusetts 02347

OFFICE OF  
SELECTMEN  
TELEPHONE 508-946-8803  
FAX 508-946-0112

June 20, 2019

Richard Medeiros  
Superintendent of Schools  
Freetown Lakeville Regional School District  
98 Howland Road  
Lakeville, MA 02347

RE: Extension of School Resource Officer (SRO)  
Intermunicipal Agreement

Dear Superintendent Medeiros:

At their meeting held on June 17, 2019, the Lakeville Board of Selectmen voted to extend the Intermunicipal Agreement between the Freetown Lakeville Regional School District and the Lakeville Police Department for the School Resource Officer. A copy of the signed Agreement is enclosed.

If you need any further information, please do not hesitate to contact me.

Sincerely,

Rita A. Garbitt  
Town Administrator

CC: Matthew Perkins, Police Chief  
Town Accountant, Todd Hassett

**Intermunicipal Agreement  
Between  
Freetown-Lakeville Regional School District  
And The  
Lakeville Police Department for Placement of a School Resource  
Officer**

The Intermunicipal Agreement ("Agreement"), dated July 31, 2019 by and between Freetown-Lakeville Regional School District, acting through its School Committee (hereinafter "School District") and the Town of Lakeville, acting by and through its Police Chief and Board of Selectmen (hereinafter "Police Department"), is entered in accordance with the provisions of G.L.c.40~4A, upon the following terms and conditions:

I. Statement of Purpose

The School District and the Police Department agree to the placement of a School Resource Officer (SRO) provided by the Police Department to the School District as a valuable resource in providing public safety to the School District's Howland Road school complex.

II. Conditions of Employment/Chain of Command

- A. The Police Department shall hire, assign, and train the SRO at its sole discretion.
- B. The SRO shall be an employee of the Police Department and adhere to the policies/procedures and the chain of command of the Police Department and shall take primary direction from the Town of Lakeville's Chief of Police.
- C. The SRO shall coordinate and communicate with the Principals and the Superintendent of the Schools.
- D. The SRO shall be assigned an office to be based at Apponequet Regional High School. The SRO will also provide response to the George R. Austin Intermediate School and the Freetown-Lakeville Middle School as needed while on duty.
- E. The SRO will maintain a direct supervisor at the Lakeville Police Department. Said supervisor (rank of Sergeant or above) may be granted days by the Department to take part in SRO duties either with the SRO (at no cost to FLRSD) or, if the SRO is unavailable, the supervising SRO may fill in for the SRO depending on department staffing.

iii. Duty hours and Uniform

- A. The SRO duty hours under this Agreement shall be from 7AM to 2PM on those days when school is in session.
- B. Arrival and departure times are established to provide coverage throughout the school day, including peak arrival and departure times.
- C. Time spent in court, attending interagency meetings, SRO related training(s), required recertification law enforcement training(s), and investigating school-related crimes are within the scope of the SRO duties and are considered duty hours.
- D. The SRO shall wear a Police Department regulation uniform during the assignment unless otherwise authorized by the Police Department for specific purposes; the uniform is an important element in providing a visible deterrence to crime.

IV. Communications

- A. SRO shall meet at least weekly, and as necessary, with the Principal of ARHS for purposes of exchanging information about current crimes, problem areas, or other concerns that may cause disruption in the school or community. The SRO will also communicate on a regular basis with school administration at the GRAIS and FLMS to discuss any problem issues.
- B. SRO shall be advised of all investigations with potential criminal consequences that involve students from his/her assigned school.
- C. Upon requests, the School District shall provide information to the Department to assist in the personnel evaluation of the assigned SRO.

V. Police Investigation and Questioning

- A. The SRO has authority to stop, question, interview, and take police action without prior authorization of the Principal(s) as permitted by law.
- B. The investigation and questioning of students during school hours and at school events shall be limited to situations where the investigation is related to the School or District where delay might result in danger to any person or flight from jurisdiction.
- C. The Principal/designee shall be notified as soon as practical of any significant enforcement events.
- D. The SRO shall coordinate activities to be in the best interest of the School District and public safety.

VI. Arrests

- A. The arrest of a student or employee of the school with a warrant or petition should be coordinated through the Principal(s).
- B. Persons whose presence on school grounds that has been restricted or forbidden or whose presence is in violation of the law shall be arrested for trespassing.
- C. Arrest of students or staff during school hours or on school grounds shall be reported to the Principal as soon as practical.

VII. Search and Seizure

- A. School officials may conduct searches of student property and persons under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that a student has violated or is violating either the law or rules of the School.
- B. The standard for the search is reasonable suspicion.
- C. Any search by a law enforcement officer shall be based on probable cause and when required, a search warrant should be obtained.
- D. "Stop and frisk" will remain an option when there is reasonable suspicion that a criminal offense has been committed or may be committed.
- E. The SRO shall not become involved in administrative (school-related) searches unless specifically requested by the school to provide security or protection, or for the handling of contraband.
- F. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the administrator act as his/her agent.

VIII. Liability

Each party hereto shall be liable for the negligent or intentional acts and omissions of its employees.

IX. Annual Review

It is mutually agreed that the School District shall evaluate annually the SRO Program and the performance annually. It is further understood that the FLRSD evaluation of SRO is advisory only and that the Lakeville Police Department retains the final authority to evaluate the performance of the SRO. It is further agreed that representatives of FLRSD and the Police Department shall meet annually to critique the SRO Program.

X.

Term

A. The term of this agreement is one (1) year commencing on September 3, 2019 and ending on June 30, 2020. The agreement shall be renewed and extended annually for additional and successive one (1) year terms unless notice of non renewal is given by either party, in writing, prior to June 15th of the initial or any succeeding term.

B. The Freetown-Lakeville Regional School District agrees to pay the SRO the salary of \$186.11 (gross) per day, and the Town of Lakeville will invoice the FLRSD at the end of each month. Should the SRO be unavailable on a particular day, the supervising SRO will fill or replace the SRO. The district will be billed the same amount for the supervising SRO's duties that particular day.

XI.

Miscellaneous

- A. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of the Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
- B. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
- C. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and shall not be modified or amended except by a written document executed by parties hereto.
- D. The Freetown-Lakeville Regional School District shall be billed by the Lakeville Police Department the current detail rate, up to a maximum of 8 hours per week, for school related duties outside the SRO's normal work schedule or for duties of the supervising SRO.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Agreement

Between

Freetown/Lakeville Regional School District and the


Lakeville Police Department for

Placement of a School Resource Officer

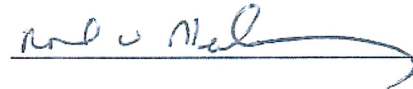
The Lakeville Police Department and the Freetown/Lakeville Regional School District agree to extend the Intermunicipal Agreement between both entities, dated July 31, 2019, to include the school year ending on June 30<sup>th</sup> 2020.

All other terms and conditions of the Intermunicipal Agreement shall remain in full force and effect.

Police Chief

  
\_\_\_\_\_

Superintendent of Schools




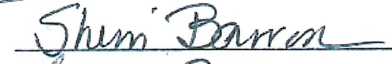


  
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Subject to ratification by:

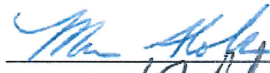
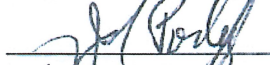
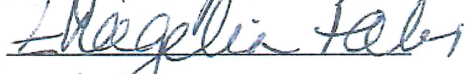
Freetown/Lakeville Regional School District

Town of Lakeville


BY its School Committee

  
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BY its Board of Selectmen

  
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6/17/19

# SCHOOL RESOURCE OFFICER

	<b>POLICY &amp; PROCEDURE NO. 4.28</b>	ISSUE DATE: 05/21/2020
		LAST REVIEW DATE:
MASSACHUSETTS POLICE ACCREDITATION STANDARDS REFERENCED: [44.24]		REVISION DATE: _____

## I. GENERAL CONSIDERATIONS AND GUIDELINES

M.G.L. Chapter 71 Section 37P states “Every Chief of Police, in consultation with the superintendent and subject to appropriation, shall assign at least 1 School Resource Officer (SRO) to serve the city, town, commonwealth charter school, regional school district or county agricultural school.”

The SRO program is designed to provide school administrators and staff with a liaison for law enforcement resources and expertise in order to maintain safety and order in a school environment. The program is also intended to reduce juvenile delinquency and promote positive behavior from students, as well as provide delinquency prevention, mentoring and a positive role model to students.

## II. POLICY

It is the policy of the Lakeville Police Department to provide a School Resource Officer for deployment in schools deemed appropriate within our jurisdiction of the Freetown Lakeville Regional School District. School Resource Officers will be fully certified law enforcement officers and will receive specialized training as a School Resource Officer. The SRO program provides a law enforcement liaison to the Freetown Lakeville Regional School District.

## III. PROCEDURE

### A. Duties and Responsibilities [44.2.4]



The SRO's primary responsibilities are to:

1. Operate in cooperation with school staff, but shall not interfere in school matters. School authorities should handle infractions of school rules and policies. The SRO may be available for assistance and consultation regarding these matters, but school officials maintain responsibility for the enforcement of school rules and regulations in accordance with existing MOU.
2. Establish liaison with school administration, faculty, parents and students and work with them on matters related to school safety and law enforcement.
3. Be available to consult with the school's crisis intervention teams on an as needed basis.
4. Gather information regarding potential safety problems in the schools and confer with the school's administration to develop strategies to prevent or minimize dangerous situations on or near school grounds.
5. While on duty, investigate crimes that occur on school grounds as well as matters that concern the safety of students and school employees.
6. Counsel students in situations, such as students engaging in criminal misconduct, when requested by the school's administration or by parents of the student.
7. Refer students and their families to the appropriate agencies for assistance when a need is determined.
8. Assist in the investigation of crimes committed by any person(s) within the school and by juveniles within the town.
9. Assist other law enforcement officers with investigations concerning students attending the school.
10. File reports as required by the Lakeville Police Department, including but not limited to, monthly activity reports.

11. Follow established protocols in accordance with existing MOU. (Appendix A)

## **B. Selection**

1. In assigning a school resource officer, the Chief of Police shall consider candidates that:
  - a. The Chief of Police believes would strive to foster an optimal learning environment and educational community;
  - b. The Chief of Police may 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 in child and adolescent cognitive development, 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 the officer who is ultimately assigned as the SRO.
2. The appointment shall not be based solely on seniority.
3. The performance of school resource officers shall be reviewed annually by the superintendent and the Chief of Police.
4. The Superintendent and the Chief of Police shall enter into a written memorandum of understanding to clearly define the role and duties of the school resource officer which shall be placed on file in the office of the school superintendent.

## **C. Training**

1. Recognizing the specialized nature of their responsibilities, the department will send officers assigned to SRO positions to a National Association of School Resource Officers (NASRO) SRO training program whenever possible.

2. School Resource Officers will be required to attend all mandatory department training including in-service and firearms qualifications. Every attempt shall be made to schedule such training to minimize their absence from the schools.

#### **D. Uniforms and Appearance**

School Resource Officers shall wear a police department regulation uniform during the assignment unless otherwise authorized by their supervisor. The school resource officer shall be armed and have their badge visible with official police identification in possession.

#### **E. Attendance Requirements**

1. The duty hours of the School Resource Officer shall be from 7:00am to 3:00pm on days that the SRO is on duty and school is in session.
2. Time spent in court, attending interagency meetings, SRO related training(s), required law enforcement training(s) and investigating school related incidents are within the scope of the SRO duties and are considered duty hours.
3. If it is necessary for the School Resource Officer to be off campus during regular school hours, the SRO shall notify the police department and the school principal or his/her designee.
4. School Resource Officers are encouraged to attend after school events when requested. Authorization must be obtained by the Chief of Police or SRO Supervisor prior to the SRO's attendance outside of normal school hours.

#### **F. Performance Evaluation**

1. School Resource Officers will be evaluated by their supervisor, at least minimally on an annual basis. The supervisor shall solicit the input of the superintendent and school principals or designees prior to completing the evaluation. The School Resource Officer's compliance with the Memorandum of Understanding, as well as use of force reports, arrests and citations should be evaluated during this process.

**G. Prohibited Conduct**

1. School Resource Officers are prohibited from fraternizing with any student, regardless of the students age; exceptions are family members, friends or relatives.
2. An SRO will not arrange or schedule a private meeting with a student off the school grounds unless the SRO's supervisor approves such activity.
3. SRO's shall not transport students in their personal vehicles.

**H. Presentations & Participation in Meetings**

1. When it is in the best interest of the department and the school, SRO's may make a form presentation to, or participate in school-based community organization meeting such as Parent Teacher Association and School Advisory Council Meetings.
2. The SRO supervisor must approve the participation in activities such as panel discussions, mentoring programs, community coalitions, task forces, and after school activities in advance.
3. The SRO shall keep their supervisor(s) informed of the status of such additional activities.

**I. Response to Student Criminal Activity**

1. School Resource Officers are expected to respond to all criminal activity on the school campus and take the appropriate action.
2. School Resource Officers investigating a crime that occurred on campus should follow existing department policy.
3. When a School Resource Officer needs to question a student, who is a witness or suspect, the School Resource Officer should conduct the interview with the cooperation of, and in the presence of a school official. In an emergency or if no school official is available, the School Resource Officer may conduct the interview without the presence of a school official.

- a. A school Resource Officer will notify the principal, assistant principal or, if not available, and administrator prior to removing or speaking with a student in a non-emergency situation.
  - b. In a non-emergency situation, a school employee will remove a student from a class to speak with the School Resource Officer.
  - c. Police officers not assigned to the school shall first check in with the assigned School Resource Officer and the principal, assistant principal or their designee.
  - d. Prior to speaking to a student, in a non-emergency situation, a parent or guardian shall be contacted, if the student is a suspect in a criminal investigation.
4. For a School Resource Officer to physically search a student, existing rules of criminal procedure apply, i.e. reasonable suspicion or probable cause. In the event a school official initiates a search, the School Resource Officer may assist with the search to protect the safety of the school official.
  5. When a School Resource Officer takes a student into custody, normal Department arrest procedures shall be followed. The School Resource Officer shall ensure that parental notification is made for any student arrested who is under the age of eighteen (18).
  6. School Resource Officers shall cooperate in the investigation of crimes that occur off campus involving a student or district staff member.
  7. The aforementioned legal rights relative to searching and questioning students as well when parents and administrators should be notified and present shall be strictly adhered to in accordance with our policies, procedures and federal and state law.



# LAKEVILLE POLICE DEPARTMENT

323 Bedford St.  
Lakeville, MA 02347



Matthew J. Perkins  
Chief of Police

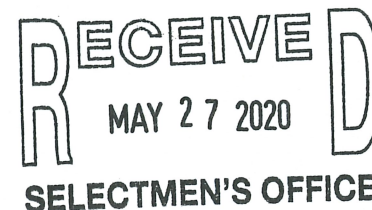
Phone: 508-947-4422  
Fax: 508-946-4422

To: Board of Selectmen

From: Matthew J. Perkins  
Chief of Police

Date: May 27, 2020

Subject: Request for Promotions



Honorable Board,

My duties and responsibilities require me to ensure the proper operation of the police department. I have identified an optimal organizational structure that allows the department to run more effectively and efficiently. This structure calls for a defined second in command and the creation of the position of Captain. This position was made official by you at your meeting held on December 30, 2019, where I outlined the cost savings of a restructure and availability of funding in the current budget. I respectfully request the following promotions and appointments to be effective June 7<sup>th</sup> 2020.

### Sean Joyce – Captain

I request Sean Joyce be promoted from Lieutenant to the position of Captain. Sean has been a police officer for 27 years and a member of the Lakeville Police Department for 22 years. He holds a Bachelor's Degree in Criminal Justice from Curry College. He has served in many roles at the department including Sergeant, Detective, and Firearms Licensing Officer.

### Steven Leanues – Lieutenant

I request Steven Leanues be promoted from Sergeant to the position of Lieutenant. Steven has been a police officer and member of the Lakeville Police Department for 25 years. He holds a Bachelor's Degree in Criminal Justice from Newbury College and is currently earning his Master's Degree from Lasell University. Steven has served in many roles at the department including Court Prosecutor, Evidence Control Officer, and Opioid Outreach Officer.

### Ryan Maltais – Lieutenant

I request Ryan Maltais be promoted from Sergeant to the position of Lieutenant. Ryan has been a police officer and member of the Lakeville Police Department for 16 years. He has served in many roles at the department including Detective, Accreditation Manager, and Public Information Officer.

**AGENDA ITEM #4  
JUNE 1, 2020**

**DISCUSS LOCATION OF ANNUAL AND SPECIAL TOWN  
MEETINGS WITH TOWN MODERATOR AND TOWN CLERK  
AND OTHER TOWN MEETING MATTERS**

I have attached the emails from Katie Goodfellow, Town Moderator regarding the location of the Town Meetings.

Tracie

## Tracie Craig-McGee

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**From:** Kathryn Goodfellow <k.goodfellow@comcast.net>  
**Sent:** Tuesday, May 26, 2020 10:02 AM  
**To:** Lia Fabian; Richard LaCamera; Maureen Candito  
**Cc:** Jose Invencio; Tracie Craig-McGee  
**Subject:** Town meeting logistics---continued

Dear Lia, Rich, and Maureen:

For over 25 years, my father was responsible for coordinating Apponequet's graduation ceremony. Growing up, I remember the flurry at our house as outside graduations were flipped inside with 12 hour lead times. It made me really ponder why we couldn't have the Town Meeting on the football field?

If rain is predicted that day, the day before we could decide to move it to the gymnasium according to the design Jose and I presented. If we use the AV group that puts on the graduation, it should be fine to shift the set up to the gym in case of inclement weather. We would need the audio equipment and the lights on.

I see nothing in the by-laws that says we cannot move a meeting from one location to another if it is on the same campus/property.

I am quite worried about the health situation. Southcoast Health last week reported more COVID positive admits and more COVID positive deaths than in April. As things open up, we will be seeing, most likely, an uptick in cases. I want to do everything possible to keep our residents safe.

Should I request a slot on the agenda to discuss this with you?

Thanks,  
Katie

Sent from [Mail](#) for Windows 10



## Tracie Craig-McGee

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**From:** Kathryn Goodfellow <k.goodfellow@comcast.net>  
**Sent:** Friday, May 22, 2020 11:31 AM  
**To:** Richard LaCamera; Lia Fabian; Maureen Candito; Tracie Craig-McGee  
**Cc:** Jose Invencio  
**Subject:** Town meeting logistics  
**Attachments:** Lakeville Town Meeting OPT 4 2020 v1.pdf

Dear Lia, Rich, Maureen, and Tracie:

Over the last few days, Jose and I have been working on how we could organize the gymnasium to accommodate our town meeting. The attached schematic shows how people might be organized, accounting for 6 feet of space between the squares. The doors in the back will be open as well as the front for better airflow. If possible, check-in will be outside, but if weather or wind prevents this, we can move the tables to the left and right of the atrium in front of the gym so people stay apart.

There is also some empty space in this setup for additional seating if necessary, and Jose tells me that LakeCAM could send a signal to the Cafeteria if necessary, but it is highly doubtful (and preferable) that we will need to use this space.

As noted in previous messages, we will be using the Commonwealth's guidelines for places of worship to help guide our rules for the meeting (6-foot spacing, masks, families living together may sit next to each other, orderly departure, etc.)

One last question – I presume that the governor's mandate regarding groups does not apply to this meeting?

Thank you,  
Katie Goodfellow  
Town Moderator

TOWN COUNCIL      SELECT BOARD      TOWN CLERK      FINANCE

TOWN ADMIN

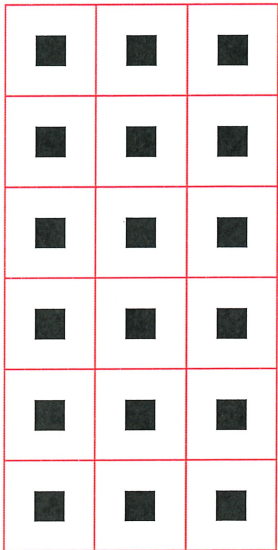
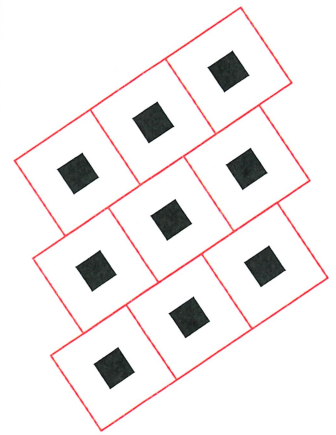
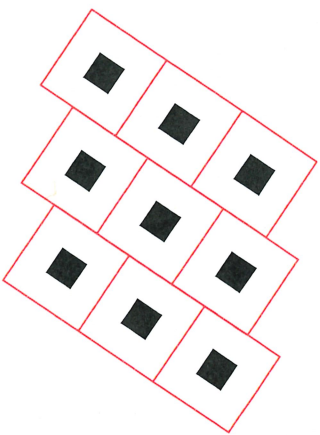
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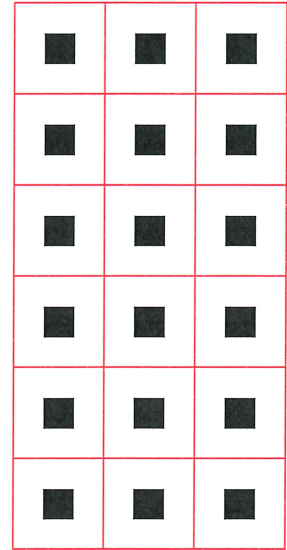
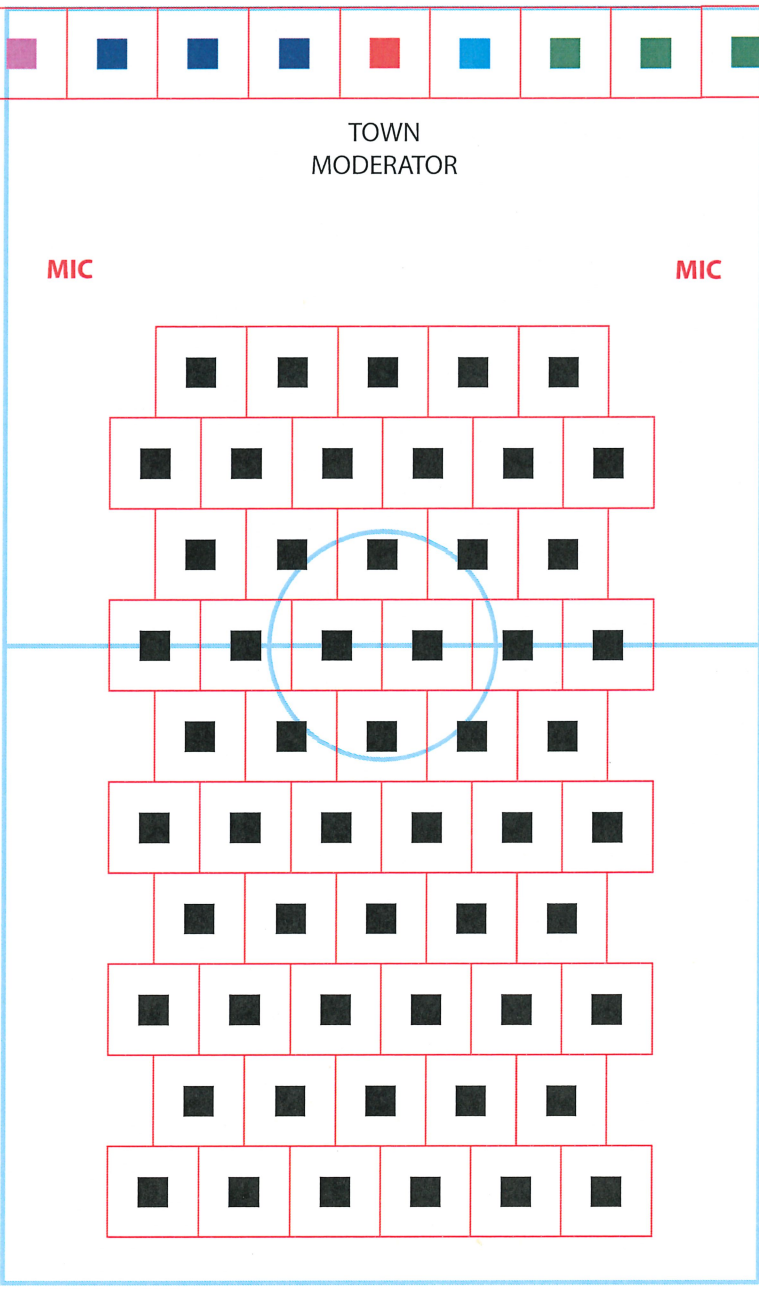
TOWN MODERATOR

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7th ROW      4th ROW      1st ROW



1st ROW      4th ROW      7th ROW

**SEATS 120**

## Tracie Craig-McGee

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**From:** Kathryn Goodfellow <k.goodfellow@comcast.net>  
**Sent:** Tuesday, May 19, 2020 3:34 PM  
**To:** Tracie Craig-McGee; Jose Invencio; Maureen Candito  
**Cc:** Lia Fabian; Richard LaCamera; Lillian Drane, Town Clerk & Chief Elections Officer, CMC, Commissioner to Qualify & Burial Agent  
**Subject:** RE: Town Meeting logistics

Hi Tracie –

Thanks so much for handling the reservation. I spoke to Jose Invencio from LakeCAM today, we both think that the best location for the entire meeting would be the gymnasium. We can open the doors to allow for airflow, it is well lit, check-in can be done right outside, chairs can be moved for social optimal distancing, and we are likely to be able to get everyone in one space.

It will make more work for the custodial staff to set up the folding chairs, but ultimately, it will be safer for everyone. And graduations have been done in the gym before, so they know what to do. If needed, we can use another space for overflow, but that seems unlikely to be necessary if we are using the gym for the main gathering.

Jose doesn't think a field trip is necessary, but he will work with Apponequet to make sure his AV concerns are addressed. I don't want to speak for him, so if I have something incorrect here, Jose, please speak up and correct me.

We will need to make sure that the location of the meeting is clearly marked, and that folks know to meet in the gymnasium, not the auditorium.

I will be using the Commonwealth's guidelines for worship services to guide our meeting. These may change as the state directs us in the coming weeks.

### **Social Distancing Seating**

- Attendees who are not part of the same immediate household must be seated at least 6 feet apart. Members of the same immediate household are permitted to sit together
- Promote ventilation for enclosed spaces where possible. For example, consider opening windows and doors to allow airflow
- Signage or floor markings should be posted to have one-way aisles or otherwise direct attendees to follow certain pathways for entering and exiting
- If a line forms outside those waiting should be directed to maintain social distancing.
- All attendees must wear face coverings or masks in accordance with COVID-19 Order No. 31 and the Department of Public Health's Guidance

Thanks,  
Katie

Sent from [Mail](#) for Windows 10

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**From:** [Tracie Craig-McGee](#)  
**Sent:** Tuesday, May 19, 2020 9:23 AM  
**To:** [Kathryn Goodfellow](#); [Jose Invencio](#); [Maureen Candito](#)  
**Subject:** RE: Town Meeting logistics

Hi Katie,

I have secured the auditorium, cafeteria, lecture hall and gym (if needed). Rick Medeiros suggested a field trip to see how you would want the intake area set up; how to direct people in through the doors and for AV setup.

Not sure who you would want on the field trip, but if you want to give me a date or 2 I could set it up.

*Tracie Craig-McGee, Executive Assistant  
Lakeville Board of Selectmen &  
Town Administrator  
346 Bedford Street  
Lakeville, MA 02347  
(508) 946-8803*

**AGENDA ITEM #5  
JUNE 1, 2020**

**DISCUSS ANNUAL TOWN ELECTION  
JUNE 16, 2020**

Rich would like to discuss the Annual Town Election.

Tracie

**AGENDA ITEM #6  
JUNE 1, 2020**

**DISCUSS AND VOTE TO SCHEDULE WARRANT REVIEW**

Warrant review is tentatively scheduled for June 8, 2020.

Tracie

**AGENDA ITEM #7  
JUNE 1, 2020**

**REVIEW FY20 BUDGET**

Rich asked for this to be on the agenda.

Tracie

**AGENDA ITEM #8  
JUNE 1, 2020**

**REVIEW FY21 BUDGET**

Rich asked for this to be on the agenda.

Tracie



**AGENDA ITEM #9  
JUNE 1, 2020**

**REVIEW REGIONAL SCHOOL FY21 BUDGET**

Rich asked for this to be on the agenda.

Tracie

**AGENDA ITEM #10  
JUNE 1, 2020**

**DISCUSS MEETING WITH FINANCE COMMITTEE TO  
REVIEW FY21 BUDGET**

Rich asked for this to be on the agenda.

We have scheduled this meeting for June 3, 2020 at 6:30 PM. All Finance Committee members have confirmed their attendance.

Tracie

**AGENDA ITEM #11**  
**JUNE 1, 2020**

**DISCUSS SURFACE TREATMENT ON HIGHLAND ROAD**

Frank Moniz has been invited to attend the meeting.

Lia asked that this be on the agenda. I have attached the construction notice from the Highway Department.

Tracie



# Town of Lakeville Highway Department

346 Bedford Street  
Lakeville, Massachusetts 02347  
(508) 947-9521

## CONSTRUCTION NOTICE

***Please be advised that roadway work is expected to begin on Highland Road on or around May 29, 2020. Times of construction are anticipated to take place Monday thru Friday, from 7am and 5pm, however work may be required to take place outside of this time.***

Contractors will be using the Cape Seal process on the existing roadway. This work consists of two separate courses. The chip seal coat involves spraying liquid petroleum, covering that with a stone, then rolling the surface. The road will be rough and small stones will come loose, please drive with caution. Microsurface paving will take place the following week. Microsurface paving is a mixture of polymer-modified asphalt emulsion, mineral aggregates, water and additives. The "quick set" preventative maintenance treatment extends the life of the road surface in an economical way, while minimizing the inconvenience to residents and the traveling public while the work is taking place.

**What you need to know:** The microsurface is applied as a liquid and requires 60 minutes or more to solidify before the surface is ready for traffic. During this time, please keep children and pets off the road surface. Prior to drying, the microsurface is very messy and does not clean up easily. It will stick to shoes, carpet and cars. **Also, please do not allow water to run onto the street starting the night before the microsurface treatment, this includes using sprinklers. The surface must be free of standing water.**

During the first **few weeks after** the microsurface, it may look like the surface is unfinished, that sealant is everywhere, and that the color is changing. This is all part of the normal process. Vehicles driving over the microsurface treatment help roll and smooth the surface. While this is happening, some rocks loosen from the mixture and minor rips or tears may appear. Within a **few weeks after** the microsurface treatment is applied, crews will inspect your street, sweep up loose gravel, make necessary surface repairs, and replace any pavement markings. Within about six (6) months, the street that was black/brown when first treated eventually ends up the familiar dark gray color.

While the microsurface is being placed and cured on your side of the street, **no vehicle access to or from your driveway will be allowed.** Please plan accordingly. Your road will be open by the end of work each day.

**All work is weather permitting and may be rescheduled as necessary.**

**Police details will be on-site daily to help mitigate traffic flows. We encourage residents to avoid the construction area and utilize other routes. Roadways will be open for traffic each day but minor roadway shutdowns may be necessary.**

**\*\*It is EXTREMELY IMPORTANT that residents locate existing sprinkler heads that are within 10' of the roadway edge. Please place a flag at each head. Many times sprinkler heads are located within the town right of way and are broken due to construction operations. Sprinkler heads/systems will not be replaced by the Town of Lakeville if they are broken in the town right of way so we ask that the residents take due diligence in helping us assure a smooth construction project.\*\***

**Why is this work being done?** Preventative road maintenance saves tax dollars. Over the long-term, it is less expensive to maintain the road surface than to reconstruct it when it fails. The average life of an asphalt road surface is 20 to 25 year, however, it starts to show signs of distress and deterioration much earlier. The sun's rays beating down on the pavement during hot summer months bakes the road surface and causes drying and cracking. Rain can seep into the road base and cause premature failures such as potholes. Cold temperatures and the freezing and thawing of water plus the action of plowing can wear away the surface. But when the road surface has been properly maintained by sealing it every 7 to 10 years, then more expensive asphalt repaving can be delayed.

**Residents can look for construction updates on the town website: <http://www.lakevillema.org/>**

If you have questions or concerns, please contact Franklin Moniz, Superintendent of Streets at 508-947-9521 or via email; [fmoniz@lakevillema.org](mailto:fmoniz@lakevillema.org)

**AGENDA ITEM #12  
JUNE 1, 2020**

**REVISIT REVISED DATE FOR PATRIOT HALF  
TRIATHLON – SEPTEMBER 5, 2020**

The Patriot Half Triathlon has been rescheduled for September 5, 2020.

Since at a previous meeting the Board voted to cancel all public events through September 7, 2020, I was asked to contact the other Towns that the half triathlon will be going through.

I spoke to Freetown, Rochester and Middleboro and all Towns had approved the date. As of the date I spoke to them, May 19, 2020, there has been no mention of not allowing the event.

Tracie

## Tracie Craig-McGee

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**From:** Timm McIntosh <tmcintosh@freetownma.gov>  
**Sent:** Tuesday, May 19, 2020 3:45 PM  
**To:** Ali Golz; Tracie Craig-McGee  
**Subject:** Re: Patriot Triathlon

Hi Tracie,

Yes, the Board approved their request to move the event to 9/5. The last I heard, they were still deciding whether or not to have it on the original date or 9/5.

Timm

Timm McIntosh  
Administrative Assistant, Board of Selectmen's Office  
Town of Freetown  
3 N. Main Street / P.O. Box 438  
Assonet, MA 02702  
E: [tmcintosh@freetownma.gov](mailto:tmcintosh@freetownma.gov)  
P: 508-644-2202 x1  
F: 508-644-3342

*Please be advised that I am working remotely for the foreseeable future.*

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**From:** Ali Golz <[AliGolz@freetownma.gov](mailto:AliGolz@freetownma.gov)>  
**Date:** Tuesday, May 19, 2020 at 2:26 PM  
**To:** Tracie Craig-McGee <[tcraig-mcgee@lakevillema.org](mailto:tcraig-mcgee@lakevillema.org)>  
**Cc:** Timm McIntosh <[tmcintosh@freetownma.gov](mailto:tmcintosh@freetownma.gov)>  
**Subject:** RE: Patriot Triathlon

Hi Tracie,

I cc'd Timm on this because he does the meetings, but if I remember correctly they did approve it for 9/5. I'm sure Timm will better explain it.

Thanks,

Ali Golz  
Executive Assistant/HR Director  
3 No. Main St/PO Box 438  
Assonet, MA 02702  
Tel: 508-644-2202 x1802  
Fax: 508-644-3342

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**From:** Tracie Craig-McGee <[tcraig-mcgee@lakevillema.org](mailto:tcraig-mcgee@lakevillema.org)>  
**Sent:** Tuesday, May 19, 2020 1:43 PM  
**To:** Ali Golz <[AliGolz@freetownma.gov](mailto:AliGolz@freetownma.gov)>  
**Subject:** Patriot Triathlon

Hi Ali,

Can you tell me if Freetown is going to allow the Patriot Triathlon to go forward on September 5<sup>th</sup>? Thanks!

*Tracie Craig-McGee, Executive Assistant  
Lakeville Board of Selectmen &  
Town Administrator  
346 Bedford Street  
Lakeville, MA 02347  
(508) 946-8803*



## Tracie Craig-McGee

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**From:** Amanda Baptiste <ABaptiste@townofrochester.com>  
**Sent:** Tuesday, May 19, 2020 2:18 PM  
**To:** Tracie Craig-McGee  
**Subject:** RE: Patriot Triathlon on September 5, 2020

Hi Tracie,

Yes, they did vote to allow the date change to September.

Hope all is well your way!  
Amanda

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**From:** Tracie Craig-McGee <[tcraig-mcgee@lakevillema.org](mailto:tcraig-mcgee@lakevillema.org)>  
**Sent:** Tuesday, May 19, 2020 2:05 PM  
**To:** Amanda Baptiste <[ABaptiste@townofrochester.com](mailto:ABaptiste@townofrochester.com)>  
**Subject:** Patriot Triathlon on September 5, 2020

Hi Amanda,

Sun Multi Sports is hosting the Patriot Triathlon on September 5, 2020. My Board is asking if Rochester is going to allow them to have the race on September 5<sup>th</sup>. Could you let me know? Thanks!

*Tracie Craig-McGee, Executive Assistant  
Lakeville Board of Selectmen &  
Town Administrator  
346 Bedford Street  
Lakeville, MA 02347  
(508) 946-8803*



Phone: 508-946-2405  
Fax: 508-946-0058

**Town of Middleborough**  
**Massachusetts**  
**Board of Selectmen**

May 19, 2020

Mark Walker  
USAT Certified Race Director  
Sun Multisport Events  
54 Beechnut Road  
Westwood, MA 02090

Dear Mr. Walker:

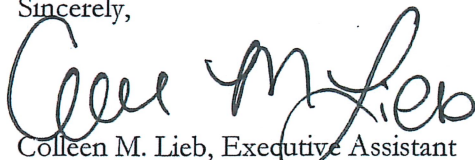
Please be advised that, at its meeting held on 4/27/2020, the Middleborough Board of Selectmen voted to approve the **Patriot Half Triathlon based at Cathedral Camp in Freetown** scheduled for **Saturday, June 20, 2020** with the potential alternative date of **Saturday, September 5, 2020** if the event needs to be postponed due to current circumstances.

Please be reminded to contact the Middleborough Police Department (508) 946-2451 to arrange for Police Detail Officers (if needed). The Fire Chief requires that you maintain emergency vehicle access at all times and that you have an emergency plan in place.

The Board also requires that all race/walk event holders, utilizing the Town's roadways, take responsibility in cleaning the streets of any event related debris.

We wish you an enjoyable and successful event.

Sincerely,



Colleen M. Lieb, Executive Assistant  
BOARD OF SELECTMEN

xc: Police Chief  
Fire Chief

**AGENDA ITEM #13  
JUNE 1, 2020**

**REQUEST FROM TOWN CLERK TO SEND LETTERS TO STATE  
POLITICAL PARTIES REGARDING ELECTION WORKERS**

The Town Clerk is requesting that the Board of Selectmen vote to send the attached letters to the State Political Parties regarding Election Workers.

Tracie

## Tracie Craig-McGee

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**From:** Lillian Drane, Town Clerk & Chief Elections Officer, CMC, Commissioner to Qualify & Burial Agent  
**Sent:** Wednesday, May 27, 2020 1:03 PM  
**To:** Tracie Craig-McGee  
**Subject:** 2ND ROUND- Poll workers State Democratic & Republican Committee Letters  
**Attachments:** democrat and republican state committee. letter for Poll Workers.doc  
**Importance:** High

Hi Tracie,

Would you please put this matter on your next BOS meeting in June, 20 that the BOS can forward these letters to the **State Committees** in order to be able to appoint the poll workers in **August**.

I believe I have the correct names and addresses for these committees.

I included the letter for you...

Thanks,  
~Lil

**Respectfully,**  
**Lillian M. Drane, CMC/CMMC**  
Town Clerk/Chief Elections Officer,  
Board of Registrar, Justice of the Peace,  
Notary Public, Commissioner to Qualify,  
Census Liason, Burial Agent & SRAO  
**Town of Lakeville**  
346 Bedford Street  
Lakeville, MA 02347  
Office: 508-946-8800  
Fax: 508-946-3970  
Email: [ldrane@lakevillema.org](mailto:ldrane@lakevillema.org)  
Web: [www.lakevillema.org](http://www.lakevillema.org)



*Please be advised that the Massachusetts Secretary of State considers e-mail to be a public record, and therefore subject to public access under the Massachusetts Public Records Law, M.G.L. c.66.s.10*

### ATTENTION:

If you are submitting a meeting posting, please note that the following applies to the meeting: Minutes of all open and executive sessions shall be and approved in a timely manner. A "**timely manner**" will be generally be considered to be within the next three public body meetings or within 30 days, whichever is later, unless the public body can show good cause for further delay. The minutes of an open session, if they exist and whether approved or in draft form, shall be available upon request by any person within "**10 days**." MGL c30A, s22(c),(G2).



# Town of Lakeville

Town Office Building

346 Bedford Street

Lakeville, Massachusetts 02347

OFFICE OF  
SELECTMEN  
TELEPHONE 508-946-8803  
FAX 508-946-0112

June 1, 2020

Kirsten Hughes, Chairman  
Republican State Committee  
85 Merrimac Street, Suite 400  
Boston, MA 02114

RE: Election Workers for the Town of Lakeville Town

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Dear Ms. Hughes:

Pursuant to G. L. c. 54, §12, notice is hereby given that the Lakeville Republican Town Committee has failed to file a list of enrolled members of the Party who desire appointment as election officers. If you desire to file a list from your party please be advised that you must do so within 15 days of the notice. Failure to file such a list will result in the appointment of those registered voters recommended by the Town Clerk.

For your information, in recent years, neither Town Committee has submitted such lists and all election officers that have been appointed have been recommended by the Town Clerk.

Thank you for your attention to this matter.

Sincerely,

Evagelia Fabian, Chairman  
Lakeville Board of Selectmen



# Town of Lakeville

Town Office Building

346 Bedford Street

Lakeville, Massachusetts 02347

OFFICE OF  
SELECTMEN  
TELEPHONE 508-946-8803  
FAX 508-946-0112

June 1, 2020

Thomas McGee, Chairman  
Democratic State Committee  
77 Summer Street, 10<sup>th</sup> Floor  
Boston, MA 02110

RE: Election Workers for the Town of Lakeville Town

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Dear Mr. McGee:

Pursuant to G. L. c. 54, §12, notice is hereby given that the Lakeville Democratic Town Committee has failed to file a list of enrolled members of the Party who desire appointment as election officers. If you desire to file a list from your party please be advised that you must do so within 15 days of the notice. Failure to file such a list will result in the appointment of those registered voters recommended by the Town Clerk.

For your information, in recent years, neither Town Committee has submitted such lists and all election officers that have been appointed have been recommended by the Town Clerk.

Thank you for your attention to this matter.

Sincerely,

Evagelia Fabian, Chairman  
Lakeville Board of Selectmen

**AGENDA ITEM #14  
JUNE 1, 2020**

**NEW BUSINESS**

Just a placeholder.

**AGENDA ITEM #15**  
**JUNE 1, 2020**

**OLD BUSINESS**

Update of former Lakeville Hospital property

Update on sale of Lakeville Country Club



**AGENDA ITEM #16  
JUNE 1, 2020**

**ANY OTHER BUSINESS THAT MAY PROPERLY COME BEFORE  
THE MEETING**

Just a placeholder