



Lincoln Public Schools

Stephanie Powers
Administrator for Student Services

To: School Committee

From: Kevin Mooney, Chief of Police
Stephanie Powers, Administrator for Student Services

Re: Memorandum of Understanding between the Lincoln Police Department and the Lincoln Public Schools

The Lincoln Public Schools and the Lincoln Police Department have maintained an effective collaborative relationship and are in frequent communication. These town departments share a common goal of maintenance of a safe community for children to play and learn. School and Police resources are allocated with a common focus on prevention and intervention.

The Memorandum of Understanding between the Lincoln Police Department and the Lincoln Public Schools was recently updated and signed on January 24, 2011. This agreement complements the collaborative relationship between both parties and ensures that appropriate information is shared and timely, coordinated responses are made in relation to incidents related to violence or bullying; the use, abuse or distribution of alcohol and/or other controlled substances; or any other criminal activity affecting students. In all situations the parties work together to:

- Identify problems and priorities through coordinated community/ school/ police needs assessments
- Collect and analyzing information concerning the problem
- Develop or facilitate responses with the best potential for eliminating or reducing the problem
- Evaluate the response to determine effectiveness and modifying as necessary

The Memorandum of Understanding (MOU) is a working agreement that enables an effective response in addressing incidents involving Lincoln's students in grades Pre-K through 8. It is designed to provide the Lincoln Public Schools and the Lincoln Police Department with the necessary information to: develop and implement procedures in advance of any incident; to identify what police officers, teachers and other school staff need to know about responding to incidents in schools; and to provide accessible advice for the management of incidents.

On a bimonthly basis, the Principals, Administrator for Student Services, Social Worker and the Police meet formally with representatives from the Middlesex District Attorney's Office at a Community Based Justice (CBJ) meeting. This meeting is authorized by law and acknowledged nationally as best practice. The purpose of this meeting is to "coordinate efforts of the criminal justice system in addressing juvenile justice." Youths whose conduct has raised concerns about their health, safety and well-being are discussed and preventive steps to intervene are determined.

Finally, it is important to acknowledge that The Lincoln Police Department has readily made their staff and resources available to the Schools. In particular, Officer David Regan has been assigned to juvenile cases and he implements the Drug Abuse Resistance Education Program (DARE) with 5th graders. Officer Regan frequently visits the schools and students view him as a resource.

**MEMORANDUM OF UNDERSTANDING,
BETWEEN LINCOLN PUBLIC SCHOOLS
AND LINCOLN POLICE DEPARTMENT**

I. GENERAL PRINCIPLES

The LINCOLN PUBLIC SCHOOLS and the LINCOLN POLICE DEPARTMENT agree to coordinate their efforts and share information in order to prevent violence involving the students of the LINCOLN PUBLIC SCHOOLS, to prevent the use, abuse and distribution of alcohol and other controlled substances involving the students of LINCOLN PUBLIC SCHOOLS 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 LINCOLN PUBLIC SCHOOLS 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 LINCOLN PUBLIC SCHOOLS. It is to be read in conjunction with any and all policies, procedures, and reporting requirements set forth in the LINCOLN PUBLIC SCHOOLS 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 LINCOLN PUBLIC SCHOOLS and the LINCOLN POLICE DEPARTMENT agree to identify individuals on their respective staffs who will function as Designated Liaisons.

A. THE LINCOLN PUBLIC SCHOOLS 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]*

Stephen McKenna, Lincoln K-4

Randy Davis, Hamscom Prima

Sharon Hubbs, Lincoln 5-8

Erch Ledebuhr, Hamscom Midd

B. THE LINCOLN 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]

LT. KEVIN KENNEDY

OFF. DAVID REED

The aforementioned police department designated liaisons are considered a part of the LINCOLN PUBLIC SCHOOLS 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 LINCOLN 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 LINCOLN PUBLIC SCHOOLS.
- (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) any arrest of a student or the filing of a criminal or delinquency complaint application against any student of LINCOLN PUBLIC SCHOOLS; and

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 of money, additional images or a promise of sexual acts.

- (2) any occurrence involving a student of the LINCOLN PUBLIC SCHOOLS, 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 LINCOLN PUBLIC SCHOOLS and the LINCOLN POLICE DEPARTMENT that this can occur.

In order to maintain a safe and nurturing environment in its schools, the LINCOLN PUBLIC SCHOOLS 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 LINCOLN 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

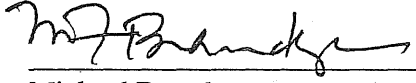
A. TRAINING

The LINCOLN PUBLIC SCHOOLS and the LINCOLN 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 JANUARY 27, 2011 and will remain in full force and effect until amended or rescinded by the parties.

FOR THE LINCOLN PUBLIC SCHOOLS:

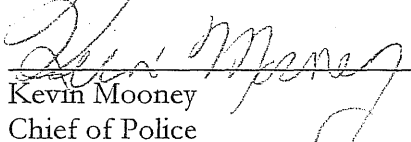


Michael Brandmeyer
Superintendent

1/24/11

Date

FOR THE LINCOLN POLICE DEPARTMENT:



Kevin Mooney
Chief of Police

12-7-10

Date

APPENDIX A

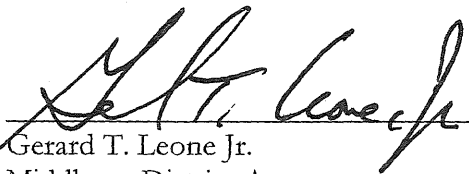
ROLE OF THE OFFICE OF THE MIDDLESEX DISTRICT ATTORNEY

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 LINCOLN PUBLIC SCHOOLS 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:

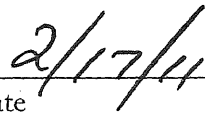
- (1) report to the school any complaint, criminal or delinquency, that is issued against a defendant or juvenile who is known to be a student of the LINCOLN PUBLIC SCHOOLS;
- (2) report to the school the facts underlying any incident which the MDAO is considering diverting a student in lieu of prosecution where the student is known to attend the LINCOLN PUBLIC SCHOOLS;
- (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 LINCOLN PUBLIC SCHOOLS and the LINCOLN POLICE DEPARTMENT when fashioning proposed terms and conditions to be imposed upon a known student of the LINCOLN PUBLIC SCHOOLS at both the pre-adjudication and post-adjudication stages of the prosecution; and
- (5) consult with the LINCOLN PUBLIC SCHOOLS and the LINCOLN 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.



Gerard T. Leone Jr.
Middlesex District Attorney



Date