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People's Policy for Police Interaction with Schools and Students

An Equity-Centered Memorandum of Understanding between Schools and Police for the Somerville Public Schools, City of Somerville, MA



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Preamble

We the people of the City of Somerville establish this People’s Policy for Police Interaction with Schools and Students in order to advance equity within our schools, address systemic racism within our community, and empower our schools to work towards justice through education as a cornerstone of civic and community life. We take this step as an affirmation of the [City of Somerville’s stated commitment to racial justice](#), and to support the optimal development of all children by ensuring their safety and wellbeing in school, especially for students from historically oppressed groups. We demand the City adopt this policy because:

- Schools are places of learning and inspiration for our children and youth,
- Schools are core civic institutions - they can either advance justice or sustain injustice,
- Social inequities are a systemic problem to which schools must respond, and
- Racial justice is essential to public safety, not at odds with public safety.

Because policies embody our values and provide the foundation essential for achieving the just social conditions to which we aspire, education policy should ensure the provision of equitable learning environments and promote equitable outcomes for all children by:

- Explicitly and intentionally working to dismantle the school-to-prison pipeline and the role education plays in creating and sustaining the carceral state,
- Adopting a proactive, preventative, strengths-based policy centered on restorative justice and restorative practice in schools that builds trust between schools and communities, while elevating human agency and dignity,
- Redirecting funds from police to schools to increase the number of emotional support specialists and guidance counselors, and
- Adopting policies that explicitly respond to the damage caused by a legacy of reactive, deficit-based policy rooted in punishment, control, and surveillance.

To make sure schools do not pose an unjust risk of harm to students, our City must ensure:

- Students are not policed within dedicated spaces of learning and development,
- Students are provided support, guidance, mentoring, and connections to community resources by trained and qualified professionals, facilitated by schools - not police who, even if well-intended, lack the expertise to fulfill these vital roles,
- The civil and privacy rights of students are not compromised by school-based policing practices or relationships between schools and police,
- Schools do not adopt agreements with police that criminalize children and youth, and do not improve public safety outcomes, and
- Police interactions with students are limited to credible public safety threats that pose a risk of serious bodily harm that cannot be de-escalated by school personnel.

Somerville’s [current Memorandum of Understanding \(MOU\)](#) between its schools and police mandates far greater police involvement in schools than anything required by law or to keep students safe.ⁱ The People’s Policy, among other changes:

- Formally terminates the School Resource Officer (SRO) program,
- Limits police presence to emergencies involving a threat of serious bodily harm,
- Requires that a parent or guardian must be present during police contact with a student,
- Restricts mandatory reporting to police to only the three offenses required by state law, and
- Requires schools to report abuse and neglect concerns to the Department of Children and Families, not the police.ⁱⁱ

We recognize that policing is a response to resistance, originally organized in the form of slave patrols, and extends well beyond public safety to the continued control of Black and Brown people. When children go to schools that feel like jails, they learn they are criminalized and devalued by society. **We must change course now for them and for us all.**

¹ For example, the MOU identifies 16 “mandatory reportable incidents” – including “annoying phone calls” – that schools have to immediately report to the police, even if they happened at home and not school.

² Additionally, the People’s Policy:

- Allows arrests at school only as a last resort and prohibits police from bringing weapons into schools (Section VI.C)
- Prohibits school personnel from acting as agents of law enforcement by conducting searches or questioning students for police purposes
- Relies on state law to restrict the information shared between schools, police, and the District Attorney, (Section V.F)
- Requires schools – not police – to create intervention plans to support students who are deemed at risk of committing harm (Section V.F)
- Clarifies that students may not be involuntarily committed without consent from a parent or guardian, and that schools must first act to de-escalate situations and respond in accordance with students’ Individualized Education Plans (Section VI.D)
- Specifies how schools will publicly report arrests and police referrals (Section VII), and
- Sets forth a complaint procedure for reporting violations of the MOU (Section IX)

**Memorandum of Understanding Between
Somerville Public Schools and Somerville Police Department
Regarding the School Resource Officer Program
and Other Police Contact with Schools**

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This Memorandum of Understanding (MOU) is made and entered into by and between the Somerville Public Schools and the Somerville Police Department.

I. Purpose

This agreement formalizes the termination of the School Resource Officer (SRO) Program and the Students & Teachers Engage Public Safety (STEPS) Initiative, and governs all other police activity within the property of Somerville Public Schools. It clarifies the permissible roles, duties, conduct, and responsibilities of the parties in any interaction between police, schools, and students while on school grounds.

This agreement is entered into pursuant to the Laws of the Commonwealth of Massachusetts and is to be read in conjunction with any and all policies, procedures, and reporting requirements set forth in the Somerville Public Schools student handbook and Somerville Police Department regulations.

It is agreed and understood that (1) it is the sole prerogative of school officials to intervene in any alleged infractions of school rules and policies; and (2) police are forbidden by state law from enforcing school regulations, acting as counselors or psychologists, or addressing any other traditional school-discipline issues.¹ Furthermore, even in the case of alleged criminal conduct on school property, school officials maintain authority and control of school property and the operation of the Somerville Public Schools at all times.

II. Mission Statement

The SRO Program was terminated based upon the fundamental premise that the function of schools is to teach children through modeling, counseling, healthy relationships, and restorative justice. Unlike exclusionary discipline or criminalization, restorative justice helps students accept responsibility for their actions and make amends, while helping the school to identify root causes and proactively take steps to prevent recurrence. Unnecessary contact between police and children leads to criminalization and contributes to the enormous racial disparities in Massachusetts' schools and prisons.

To the extent possible, this agreement seeks to limit contact between children and the Somerville Police Department to:

- uphold state law that expressly forbids criminal prosecution of children under 12 in any circumstances, or of children under 18 for first-time misdemeanors;²
- uphold state law that all children accused of delinquency are to be treated “not as criminals, but as children in need of aid, encouragement and guidance,”³ and therefore avoid use of force, arrest, police surveillance, or criminalization; and

¹ G.L. c. 71, § 37P, as amended in 2020.

² G.L. c. 119, § 52.

³ G.L. c. 119, § 53.

- provide a safe, secure, and nurturing school environment free of handcuffs, guns, batons, pepper spray, and other weapons that legitimize the use of force to resolve conflict.

III. Goals and Objectives

The SRO Program is terminated. To maintain a safe, secure, and nurturing school environment, this Memorandum of Understanding sets forth the very limited circumstances under which there may be police contact with the Somerville Public Schools and delineates the policies and procedures governing all such contact. The goals of this MOU are:

- to minimize the number of students out of the classroom, arrested at school, or court-involved;
- to provide positive models for students of conflict resolution without the use of force, including listening to others, considering how one's conduct affects others, accepting responsibility, and making amends;
- to identify and provide preventive help and services to at-risk students and families without involving law enforcement;
- to establish clear policies for students, faculty, staff, parents, and the community about the limited scope of police conduct that is allowed on school grounds, and how a complaint may be made;
- to create a strong mutual understanding between school and police personnel of the delineation of the roles and responsibilities of each, including duties and limitations under state law;
- to provide requirements and guidance for training of school personnel regarding contacting police and appropriate presence in schools;
- to assist school personnel in the development of school-emergency crisis policies and guidelines and assist with the facilitation of disaster-based drills;
- to ensure that Somerville Police are timely notified of Mandatory Reportable Incidents as described in Section V of this agreement; and
- to allow for a police response only in emergency circumstances where a person is inflicting or threatening to inflict serious bodily harm in violation of law,⁴ or a disaster (*e.g.*, fire, tornado, building collapse) poses a threat of serious bodily harm.

IV. Selection, Supervision, and Training of SROs and Review of SRO Program

The parties agree that the SRO program is terminated.

V. Information-Sharing Guidelines

State law limits what student information schools can share with police while also requiring that some dangerous incidents be reported. This section reviews what schools and police must and must

⁴ Consistent with serious offenses meeting the "Youthful Offender" definition under G.L. c. 119, § 52.

not share with each other about students, and identifies the individuals responsible for applicable information-sharing.

A. Information that Schools Cannot Share with Law Enforcement

Pursuant to G.L. c. 71, § 37L, as amended in 2020, unless otherwise provided by law, schools cannot share – officially or unofficially – with law enforcement (local, municipal, regional, county, state, or federal) ***any*** information relating to a student or student’s family member from schools’ databases or other recordkeeping systems, including:

- immigration status;
- citizenship;
- neighborhood of residence;
- religion;
- national origin;
- ethnicity; or
- suspected, alleged, or confirmed gang affiliation.

Schools may share student information with law enforcement when a student is inflicting or threatening to inflict serious bodily harm in violation of law. Schools likewise may share student information with law enforcement if it is:

- for the purposes of completing a report pursuant to section 51A of chapter 119;
- upon the ***specific, informed written consent*** of the eligible student, parent, or guardian;
- to comply with a court order or lawfully issued subpoena;
- in connection with a health or safety emergency, if knowledge of the information is necessary to protect the health or safety of the student or other individuals, pursuant to the provisions of 603 C.M.R. 23.07(4)(e); or
- for the purposes of filing a weapon report with the local chief of police, pursuant to Section 37L.

B. Information that Schools Must Share with Law Enforcement

State law mandates that a limited number of matters are required to be reported by schools to police. They are:

- Possession or use of a dangerous weapon by a student on school premises,⁵ for which the Parties apply the following definition of a “dangerous weapon”: a device, instrument,

⁵ Dangerous Weapon Report Meetings and Counseling, as required by G.L. c. 71, § 37L:

- (a) Following a mandatory report of a student’s possession or use of a dangerous weapon on school premises, a meeting will assess the needs of the student(s) in the Dangerous Weapon Report. The superintendent, police chief, a representative from the department of children and families, and a representative from the office of

material, or substance, animate or inanimate, that is used for causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2.5 inches in length (NOTE: school department personnel who become aware of such possession or use shall file a report with their supervisor, who shall file it with the superintendent, who will in turn share it with the police);

- Any bomb threat, fire, threatened or attempted fire-setting, threatened or attempted use of an incendiary or explosive device or hoax device (NOTE: the principal also “shall immediately report any incident involving the unauthorized ignition of any fire within the school building or on school grounds to the local fire department” under G.L. c. 148, § 2A);
- After an investigation by the school, an incident of “bullying” or “cyber-bullying” as defined by G.L. c. 71, § 370, where the principal believes that the incident involved prosecutable criminal conduct, such as that conduct listed below. Somerville police and schools recognize that most student behavior is far better handled by school administrators than law enforcement officers, even if it can be categorized as criminal conduct. To be prosecutable conduct, the alleged offender must be 12 years of age or older, and the offense must not be a first-time misdemeanor. Examples reportable in connection with bullying are:
 - “hazing” involving any method of initiation into any school organization that endangers the physical or mental health of any student, as defined by G.L. c. 269, § 17;
 - stalking involving threats of imminent harm, as defined by G.L. c. 265, § 43;
 - criminal harassment as defined by G.L. c. 265, § 43A; and
 - sexual assault, including, but not limited to, rape, assault with intent to rape, indecent assault and battery.

IMPORTANT NOTE: Any incident of abuse and/or exploitation of a student that is alleged to have occurred at school or by school personnel must result in the filing of a report with the Department of Children and Families pursuant to G.L. c. 119, § 51A. Similarly, school staff are mandated reporters of any student abuse or neglect where they have “reasonable cause” to believe such abuse or neglect has occurred. **Schools are required to report information to the Department of Children and Families, not the police department, in such instances.**

student services, (together with school staff that personally know the student or family members of the student), shall assess the needs of the affected student(s), the root causes of the incident, and appropriate steps to prevent future incidents.

- (b) Affected student(s) shall be referred to a counseling program in accordance with acceptable standards as set forth by the board of education. Upon completion of a counseling session, a follow-up assessment shall be made of said student by those involved in the initial assessment.

C. Student Information that Police Must Share with Schools

Police must inform schools of any issuance of a felony criminal or felony delinquency complaint against any student of the Somerville Public Schools, pursuant to G.L. c. 71, § 37H½.

NOTE: Law enforcement **may** also share information on any occurrence involving a student of the Somerville Public Schools, if:

- the activity poses a serious, imminent threat to the safety or well-being of the student, other students, faculty, or staff at the School; and
- the making of such a report would facilitate supportive intervention by school personnel on behalf of the student (e.g., counseling or accommodations).

D. Student Privacy

The parties agree to prevent the public dissemination of all information that is necessarily disclosed between them pursuant to G.L. c. 12, § 32 (community based justice programs, further described below); G.L. c. 71, § 37H½ (student charged or convicted of a felony, law enforcement reports to school); G.L. c. 71, § 37L (mandatory reporting of abuse or neglect, fires, students with dangerous weapons on school premises); G.L. c. 71, § 37O (bullying or cyberbullying and reporting only if “criminal charges may be pursued”); 603 C.M.R. 23.00 (releasing school information to law enforcement pursuant to a “health or safety emergency if “necessary to protect the health or safety of the student or other individuals” or if there is a records request of the school for a child reported missing to the police); 20 U.S.C. § 1232g (designated school “law enforcement unit” records are not protected by the Family Educational Rights and Privacy Act and may be disclosed at their discretion); and other laws or regulations permitting information-sharing.

The parties further agree to disclose information to a student, parent, or guardian in accordance with state and federal law, and any applicable policies of the Somerville Police Department or the Somerville Public Schools.

E. Designated Liaisons for Information-Sharing

The Somerville Public Schools and the Somerville Police Department will identify Designated Liaison(s) to share the information required above in a manner that complies with the student-privacy and confidentiality requirements described above.

The Somerville Public Schools’ Designated Liaisons are:

The Somerville Police Department’s Designated Liaisons are:

The aforementioned Police Department Designated Liaisons are considered the Somerville Public Schools’ “Law Enforcement Unit” as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, for purposes of sharing information regarding students.

Once a Designated School Liaison has been made aware of an incident that schools must share with police (see above), it is their responsibility to:

- immediately notify the parents/guardians of the involved student(s), unless it would be inappropriate because of their alleged involvement, and inform them of the nature of the incident and evidence; and,
- timely notify the Designated Police Liaison and inform them of the nature of the incident and existence of pertinent physical evidence or written reports related to the incident, and take reasonable steps to maintain such evidence in a secure place.

F. Community Based Juvenile Justice Program

In light of the changes to state law described above, and particularly the limitations on sharing student information under G.L. c. 71, § 37L, the City of Somerville and the Middlesex County District Attorney’s Office agree to limit the scope of their Community Based Juvenile Justice Program (G.L. c. 12, § 32) to:

- Programs and Curriculum. The Middlesex District Attorney’s Office will meet with Somerville school and community representatives to develop violence prevention and intervention programs, protocol, and curricula. These meetings do not require attendance of the police, and are open to school staff, including clinical staff (*e.g.*, nurses, social workers), and community leaders. Individual children shall not be discussed, and confidential or identifiable information of children shall not be shared, in these meetings.
- Identifying Supports for Priority Individuals. The Middlesex District Attorney’s Office will meet with the Somerville Police Department, representatives of the Somerville Public Schools, probation and court representatives, Student Representative(s), and, where appropriate, the Department of Children and Families, Department of Youth Services, and Department of Mental Health, to identify cases in which students (also called “priority individuals”) are most likely to pose a threat to their school or community. In such meetings, , **schools may only share student information if it comports with the requirements above. Note: “disturbing school assembly” and “disorderly conduct” by a student on school grounds are no longer arrestable offenses, and therefore do not warrant sharing or review at a community based juvenile justice program roundtable.** Similarly, consistent with G.L. c. 119, § 65 and Juvenile Court Standing Order 1-84, **the details of a juvenile’s court cases, whether civil or delinquent, are not a matter of public record and cannot be discussed at these meetings.** A Student

Representative ***must*** be present for any discussion of an individual student. The Student Representative may be the student's parent, attorney, public defender, or a Youth Advocate from the Committee for Public Counsel Services, or a combination thereof. Where a student is represented by counsel in any matter before the juvenile court, said counsel must be notified of the date, time, and place of this meeting. Because juvenile violence is sometimes the result of prior violent victimization of that juvenile and other hardships, the parties will (1) identify relevant school and community resources and relationships and (2) create a plan to intervene to meet the needs of the priority individual and deter violent or delinquent conduct by such priority individuals by making community referrals. The Student Representative shall receive a copy of the plan and any other materials used in the meeting or collected or prepared by any party to the roundtable that reference the student.

G. Informing Students and Families of Information-Sharing

Unless there are emergency circumstances as described below, before Somerville Public Schools can share any other information relating to a student with Somerville Police Department or other law enforcement agency, the following must take place:

- a. Any student named in a Student Report or other record, and their parent or guardian, must be notified in writing that the student's information will be transmitted to Somerville Police Department or to the outside agency and receive a copy of the information and an explanation of why the information reflected in the report is prompting the communication. All written materials must be provided in both English and the language spoken by the relevant student's parent or guardian.
- b. Somerville Public Schools must schedule a meeting with the student and the student's parent or guardian as soon as practicable, and an interpreter of the family's choosing must be present for any party that requires one. The interpreter cannot be the student or other individual who is participating in the meeting in another capacity. If the family does not have a preferred interpreter, Somerville Public Schools must provide a qualified translator.
- c. The relevant Designated Liaison from Somerville Public Schools, the Superintendent, and the Legal Advisor for Somerville Public Schools must review the information to be shared and the Legal Advisor for BPS must verify that at least one of the above criteria for when information can be shared is present. If the Legal Advisor finds that the incident did not meet the criteria in Section V of this MOU, they must place a note in the record attesting to this fact, and the information may not be transmitted to the Somerville Police Department or any entity outside of Somerville Public Schools.
- d. The student and family may have an attorney and/or advocate present at the meeting.
- e. Students and families may amend a student's record by placing a note in the student's file.

When a student is inflicting or threatening to inflict serious bodily harm in violation of law, then emergency circumstances exist and agents of Somerville Public Schools may share student information with Somerville Police Department prior to the review and hearing described above. However, within 24 hours after the student information is shared, the above steps must take place. If the Legal Advisor finds that the incident did not meet the criteria in Section V of this MOU, they must place a note in the record attesting to that fact, even if the information had already been transmitted to the Somerville Police Department.

VI. Roles and Responsibilities of Schools and Police Department

The parties are dedicated to providing a safe and nurturing climate in which learning can take place. The parties also want to promote a safe environment in the public-school community, help students be accountable for their actions and make amends, avoid arrests and police interactions, and uphold the students' legal rights as outlined here and in the Standard Operating Procedures.

A. School Administration and School Personnel

The parties agree that:

- The principal, or their designee, shall be responsible for student code of conduct violations and routine disciplinary violations. 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.
- **School staff are only to seek police intervention in emergency circumstances where a person is inflicting or threatening to inflict serious bodily harm in violation of law,⁶ or a disaster (e.g., fire, tornado, building collapse) poses a threat of serious bodily harm.** The principal, or their designee, shall promptly document any communication to the police as a referral to law enforcement, per Section VII below.
- When the Somerville Police Department's 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 participate in a criminal investigation as witnesses or to otherwise share information consistent with Section V, except in cases of emergency. Among other things, this means that **school staff shall not conduct searches or question students to aid in a police investigation.** Nothing in this paragraph shall preclude the principal, or their designee, from undertaking parallel disciplinary or administrative measures that do not interfere with a criminal investigation. In accordance with the information-sharing section above, and as required by G.L. c. 71, § 37L, if a student is in possession of a dangerous weapon on school premises, timely notification to the designated police liaison will be made. The dangerous weapon will be secured by the school administration.

⁶ Consistent with serious offenses meeting the "Youthful Offender" definition under G.L. c. 119, § 52.

- In collaboration with school-district nurses, clinical staff, and social workers, school administration will attempt to identify those students who may be at risk for engaging in unsafe behavior or who may have experienced unsafe behavior from others and connect them to the support and services they need (*e.g.*, stable housing and food, counseling, mental health services, drug and alcohol counseling). In this endeavor, the administration will seek to assist families by offering to develop an action plan that is tailored to meet the unique needs of the student.
- School personnel shall do due diligence to ensure police are not involved in routine disciplinary issues that should be handled by educators and qualified school support staff; ensure decision making processes and any actions taken regarding school-discipline are developmentally appropriate, consistent with established scientific evidence, training, and ethical codes of conduct to ensure students are not criminalized in school; exercise professional and sound judgment with the explicit aim of doing no harm to students; and assure the wellbeing of and protect the health and safety of a child subject to a police report in those limited situations involving conduct that threatens or results in the infliction of serious bodily injury in violation of the law.

B. Responsibilities of Somerville Police Officers and the Designated Police Liaison(s)

The parties agree that:

- Somerville Police Officers shall not serve as school disciplinarians, as enforcers of school regulations, or in place of licensed school mental health professionals, mentors, counselors, or chaperones. Police officers shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior, truancy, school contraband, bullying, and inter-student conflict.
- Somerville Police Officers shall provide a police response only in emergency circumstances where a person is inflicting or threatening to inflict serious bodily harm in violation of law,⁷ or a disaster (*e.g.*, fire, tornado, building collapse) poses a threat of serious bodily harm.
- Unless there are emergency circumstances (as defined above), Somerville Police Officers may only attempt to investigate on school property or at school events as a last resort, after off-campus attempts have failed. When the police have initiated an investigation on school property and require contact with a student, a parent or guardian of the student must be present. This may require scheduling such a meeting for a future date. If a parent or guardian cannot be present due to their alleged involvement in the incident, the student may instead have a school staff member of their choosing be present. If the student is already represented by an attorney in a juvenile, criminal, educational, or other proceeding, the attorney must be present for the meeting. At no time will a child be alone with a police officer for questioning. None of this shall preclude the questioning of a student under the emergency circumstances described above.

C. Arrests of Students

⁷ Consistent with serious offenses meeting the “Youthful Offender” definition under G.L. c. 119, § 52.

Because state law expressly forbids the prosecution of a child under 12 years old in any circumstances, and therefore there cannot be probable cause for an arrest, children under 12 may not be arrested.⁸

Because state law expressly forbids the prosecution of children under 18 years old for first-time misdemeanors,⁹ such children may not be arrested.

A first-time arrest doubles the odds that a student drops out of school.¹⁰ Where the Somerville Police Department believes it is absolutely necessary to arrest a student, the arrest should be attempted outside of school property or school-sponsored events, unless the arrest is conducted in response to emergency circumstances, defined in Section VI(B), above. Absent emergency circumstances, an arrest may take place on school property, but only as a last resort and after failure of off-campus attempt. In such a case, Somerville Police Officers will give advance notice to the principal, or their designee, who alone has control of the school building. Upon receiving consent, police officers shall report to the main office of the Somerville Public School. The principal's foreknowledge of police presence in the building is absolutely essential to maintaining a safe and productive learning environment. Absent emergency circumstances, officers shall not bring weapons into the school building during investigations or arrests. Further, the school is not to be considered a proper place for execution of a default warrant of a student, not even as a last resort. There are compulsory attendance laws in Massachusetts requiring students to attend school, and the police may not act in such a manner as to chill a student's interest or ability to attend school nor pit a child's interest in learning against their interest in liberty.

The principal, or their designee, shall promptly document any arrest as both a "school-related arrest" and a "referral to law enforcement," per Section VII below.

D. Emergency Mental Health Issues

In rare circumstances, the public schools encounter a student in crisis who requires emergency psychiatric treatment due to "likelihood of serious harm by reason of mental illness." Under G.L. c. 123, § 12(a), this "Section 12" hospitalization may be requested by a licensed medical professional or clinical social worker. Such hospitalization is only available when the qualified mental health provider, after examining the child, has reason to believe that failure to hospitalize the child would create a likelihood of serious harm by reason of mental illness. Dysregulation alone or behavioral outbursts by children will rarely rise to this level. Police may also request a Section 12 hospitalization, but only when a qualified mental health provider is not available.

The parties therefore agree as follows:

- If a student is exhibiting the potential need for immediate psychiatric treatment, the school will act to de-escalate the situation. If the student has an Individualized Education Plan (IEP) and/or a Behavior Improvement Plan (BIP), or is otherwise provided behavioral

⁸ G.L. c. 119, § 52.

⁹ G.L. c. 119, § 52.

¹⁰ Gary Sweeten, *Who Will Graduate?*, 23 Justice Quarterly 462, 473-477 (2006).

support, the school must follow the steps in the IEP, BIP, or related document to address the behavior.

- After attempting the de-escalation described above, the school's qualified medical personnel will determine if failure to hospitalize the student would create a likelihood of serious harm by reason of mental illness. In this rare circumstance, the school's qualified medical personnel may initiate any requests for a Section 12 involuntary commitment. If qualified medical personnel are not present, the school will seek alternate emergency response, if available (e.g., from an Emergency Services Program), for an immediate clinical assessment of the student. The school may ask police to coordinate an assessment for Section 12 hospitalization only when a qualified mental health professional is unavailable. The student's parent or guardian shall be immediately informed of the Section 12 request.
- When an assessment of a student is made for possible involuntary commitment, referrals for follow-up mental health services shall be made by the school's clinical team.

The school will be responsible for communicating with the student's parent or guardian regarding the mental health crisis and status of the student unless and until the police department has assumed responsibility for initiating commitment proceedings, in which case police will communicate with parents.

VII. Data Collection and Reporting

The parties agree to provide, publicly to the Somerville School Committee and to the Massachusetts Department of Elementary and Secondary Education (DESE), annually, no later than August 1st:

- 1) the proposed budget for mental, social or emotional health support personnel for the school, and,
- 2) data regarding school-based arrests, citations, and court referrals of students in accordance with regulations promulgated by DESE pursuant to G.L. c. 71 § 37P.

The parties understand that such data will be collected and published by DESE in a disaggregated form and made available for public view.

DESE groups the data described in #2 above into two reporting categories:

- School-Related Arrest. School-related arrest refers to an arrest of a student for any activity conducted on school grounds, or during off-campus school activities (including while taking school transportation), or due to a referral by any school official. All school-related arrests are considered referrals to law enforcement.
- Law Enforcement Referral. Law enforcement referral is an action by which a student is reported to any law enforcement agency or official, including a school police unit, for an incident that occurs on school grounds, during school-related events, or while taking school transportation, regardless of whether official action is taken. Citations, tickets, court referrals, and school-related arrests are considered referrals to law enforcement.

For each school-related arrest and law-enforcement referral, on the same day as the arrest or referral, it is the responsibility of the principal, or his or her designee, to enter the arrest or referral into the appropriate data-collection system. The Designated School Liaison may serve as the principal's designee for this purpose.

Finally, the parties agree to annually collect and report on August 1st, publicly to the Somerville School Committee, data, disaggregated by the same groups required by DESE, on all applications for criminal or delinquency complaints originating from an incident at school or at a school-related event.

VIII. Effective Date and Duration of Agreement

This agreement shall be effective as of the date of signing. It should be reviewed at least annually (before the start of the school year) and amended as necessary to meet the needs of the parties and achieve the goals set forth in Section III. This agreement will remain in full force and effect until amended or until such time as either party withdraws from the agreement by delivering written notification of such rescission to the other party.

IX. Complaint Resolution Process, Training, Compliance and Annual Review

A. 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 school/police interactions. The system shall comply with Somerville Police Department policies and shall provide for timely communication of the resolution of the complaint to the complainant. The system shall also allow students, parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the officer or school administrator, consistent with their 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.

B. Training

Both Somerville Public Schools and the Somerville Police Department agree to at least annually train their relevant employees on the contents of this MOU as well as orient new relevant employees whenever they start work during the school year. "Relevant employees" include, at a minimum, the Designated Liaisons identified in Section V(E), any other educational staff who could be tasked with contacting police, and any law enforcement agent who could be tasked with responding to an incident at a Somerville public school.

C. Compliance and Annual Review

The parties agree to comply with the terms of this agreement. Failure to comply with the terms of this MOU by the Designated School Liaison(s) identified in this document or other administrator

of Somerville Public Schools or an agent of Somerville Police Department shall reflect negatively on that employee's annual evaluation or other relevant performance review and may result in appropriate discipline. The outcomes of any complaints under Section IX(A) that reference agents of Somerville Public Schools or the Somerville Police Department shall be included in said agents' relevant performance review. Nothing in this section shall be used to penalize an agent of Somerville Public Schools or the Somerville Police Department for a good faith effort to respond to what a reasonable person would consider emergency circumstances as defined in Section VI(B).

The parties agree to conduct an annual review of school-related policing matters to monitor for compliance with the MOU. The parties will summarize the findings of their review, including any instances of noncompliance with the MOU, in a public report to the Somerville School Committee, together with the data described in Section VII, no later than August 1st of each year.

The parties expressly acknowledge that failure to comply with the terms of this MOU may result in civil or administrative enforcement actions by either party or members of the public aggrieved by said failure.

Signed on this ____ day of _____, 2022.

Superintendent of Schools

Signed on this ____ day of _____, 2022.

Chief of Police