

Sample Memorandum of Understanding/Mutual Aid Agreement

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**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN**

\_\_\_\_\_  
(Law Enforcement Authority )

and

\_\_\_\_\_  
(School Entity)

\_\_\_\_\_  
(Date)

**I. Joint Statement of Concern**

A. Parties

The following Law Enforcement Authority or Authorities enter into and agree to adhere to the policies and procedures contained in this Memorandum of Understanding (hereinafter “Memorandum”):

\_\_\_\_\_  
\_\_\_\_\_

The following School Entity or Entities enter into and agree to adhere to the policies and procedures contained in this Memorandum:

\_\_\_\_\_  
\_\_\_\_\_

B. The purpose of this Memorandum is to establish procedures to be followed when certain specific incidents - described in Section II below - occur on school property, at any school sponsored activity or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus.

C. It is further the purpose of this Memorandum to foster a relationship of cooperation and mutual support between the parties hereto as they work together to maintain the physical security and safety of the School Entity. Thus, the School Entity may disclose personally identifiable information from an educational record of a student to

the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate - to parents, students and the Family Policy Compliance Office - what circumstances led it to determine that a health or safety emergency existed and why the disclosure was justified.

#### D. Priorities of the Law Enforcement Authority

1. Investigate all incidents reported to have occurred on school property, at any school sponsored activity or on any public conveyance providing transportation to or from a school or school sponsored activity. The investigation of all reported incidents shall involve as little disruption of the school environment as is practicable.
2. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption of the school environment as is practicable.
3. Assist the School Entity in the prevention of the incidents described in Section II of this document.

#### E. Priorities of the School Entity

1. Create safe learning environments, which support each student's well-being and opportunities to reach their full potential while balancing and protecting the rights of all students within their authority.
2. Establish and maintain cooperative relationships with the Law Enforcement Authority in the reporting and resolution of all incidents described in Section II of this document.
3. Foster partnerships with the Law Enforcement Authority for the education and guidance of students to create a school climate and knowledge base conducive to learning and personal growth.
4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.

#### F. Legal Authority

1. The parties to this Memorandum enter into this agreement in accordance with the provisions of the act of March 10, 1949 (P.L. 30, No. 14), as amended, 24 P.S.

§13-1301-A, *et seq.* (hereinafter “Safe Schools Act”), requiring all school entities to develop a memorandum of understanding with local law enforcement which sets forth procedures to be followed when an incident involving an act of violence or possession of a weapon, as further specified in Section II of this document, by any person occurs on school property. Law enforcement protocols shall be developed in cooperation with local law enforcement and the Pennsylvania State Police. 24 P.S. §13-1303-A(c).

2. In so recognizing this legal authority, the parties acknowledge their respective duties pursuant to the Safe Schools Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.

## **II. Notification of Incidents to Law Enforcement**

### **A. Mandatory Notification**

The School Entity shall immediately report by the most expeditious means possible to the Law Enforcement Authority the occurrence of any of the following incidents occurring on school property, at any school sponsored activity or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus:

1. The following offenses under 18 Pa. C.S (relating to crimes and offenses):
  - a. Section 908 (relating to prohibited offensive weapons).
  - b. Section 912 (relating to possession of weapon on school property).
    - i. As used in this Memorandum “weapon” shall include, but not be limited to, any knife, cutting instrument, cutting tool, nunchaku, firearm, shotgun, rifle, metal knuckles, billy club, blackjack, grenade, incendiary device and any other tool, instrument or implement capable of inflicting serious bodily injury.
    - ii. This reporting requirement does not apply to a weapon which is: (a) used, as part of a school-approved program, by an individual who is participating in the program; or (b) an unloaded weapon possessed by an individual while traversing school property for the purpose of obtaining access to public or private lands used for lawful hunting if the entry on school premises is authorized by school authorities.
  - c. Chapter 25 (relating to criminal homicide).
  - d. Section 2701 (relating to simple assault).
  - e. Section 2702 (relating to aggravated assault).
  - f. Section 2706 (relating to terroristic threats).

- g. Section 2709 (relating to harassment).
  - h. Section 2709.1 (relating to stalking).
  - i. Section 2901 (relating to kidnapping).
  - j. Section 2902 (relating to unlawful restraint).
  - k. Section 3121 (relating to rape).
  - l. Section 3122.1 (relating to statutory sexual assault).
  - m. Section 3123 (relating to involuntary deviate sexual intercourse).
  - n. Section 3124.1 (relating to sexual assault).
  - o. Section 3124.2 (relating to institutional sexual assault).
  - p. Section 3125 (relating to aggravated indecent assault).
  - q. Section 3126 (relating to indecent assault).
  - r. Section 3127 (relating to indecent exposure).
  - s. Section 3301 (relating to arson and related offenses).
  - t. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.
  - u. Section 3502 (relating to burglary).
  - v. Section 3503(A) AND (B)(1)(V) (relating to criminal trespass).
  - w. Section 3701 (relating to robbery).
  - x. Section 3702 (relating to robbery of motor vehicle).
  - y. Section 5501 (relating to riot).
  - z. Section 6110.1 (relating to possession of firearm by minor).
2. The possession, use or sale of a controlled substance or drug paraphernalia as defined in "The Controlled Substance, Drug, Device and Cosmetic Act."
- a. As used in this Memorandum, "controlled substance" shall include the possession, use or sale of controlled substances as defined in the act of April 14, 1972 (P.L. 233, No. 64) known as "The Controlled Substance, Drug,

Device and Cosmetic Act” (hereinafter “Drug Act”) including, but not limited to, marijuana, cocaine, crack cocaine, heroin, LSD, PCP, amphetamines, steroids and other substances commonly known as “designer drugs.” *See* 35 P.S. §§ 780-101 *et seq.*

- b. Included in this reporting provision shall be the possession, use or sale of drug paraphernalia, as defined in the Drug Act, including, but not limited to, hypodermic syringes, needles and, depending on the circumstances, rolling papers, as well as all other equipment or materials utilized for the purpose of ingesting, inhaling, or otherwise introducing controlled substances into the body. *See* 35 P.S. § 780-102.
3. Attempts, solicitation or conspiracy to commit any of the offenses listed in subsections (1) and (2).
4. An offense for which registration is required under 42 Pa. C.S. § 9795.1 (relating to registration).
5. Purchase, consumption, possession or transportation of liquor or malt or brewed beverages by a person under 21 years of age. *See* 18 Pa. C.S. § 6308(a).

#### B. Discretionary Notification

The School Entity may report to the Law Enforcement Authority the occurrence of any of the following incidents occurring on school property, at any school sponsored activity or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus:

1. The following offenses under 18 Pa. C.S (relating to crimes and offenses):
  - a. Section 2705 (relating to recklessly endangering another person).
  - b. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.
  - c. Section 3503(b)(1)(i), (ii), (iii) and (iv), (b.1) and (b.2) (relating to criminal trespass).
  - d. Chapter 39 (relating to theft and related offenses).
  - e. Section 5502 (relating to failure of disorderly persons to disperse upon official order).
  - f. Section 5503 (relating to disorderly conduct).
  - g. Section 6305 (relating to sale of tobacco).
  - h. Section 6306.1 (relating to use of tobacco in schools prohibited).

2. Attempt, solicitation or conspiracy to commit any of the offenses listed in subsection (1).

C. Notification of the Law Enforcement Authority when incident involves children with disabilities

[Describe Procedures for response to student behavior as required by 22 Pa. Code § 14.104 (relating to special education plans)]\_\_\_\_\_

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D. Upon notification of the incident to the Law Enforcement Authority, the School Entity shall provide as much of the following information as is available at the time of notification. In no event shall the gathering of information unnecessarily delay notification:

1. Whether the incident is in-progress or has concluded.
2. Nature of the incident.
3. Exact location of the incident.
4. Number of persons involved in the incident.
5. Names and ages of the individuals involved.
6. Weapons, if any, involved in the incident.
7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
8. Injuries involved.
9. Whether EMS or the Fire Department were notified.
10. Identity of the school contact person.
11. Identity of the witnesses to the incident, if any.
12. All other such information as is known to the school authority which can be deemed relevant to the incident under investigation.

E. Additionally, in anticipation of the need for the Law Enforcement Authority to respond to incidents described herein, the School Entity shall furnish the Law Enforcement Authority with the following information:

- a. Blueprints or floor plans of the school buildings;
- b. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads;
- c. Location(s) of predetermined or prospective command posts;
- d. Current teacher/employee roster;
- e. Current student roster;
- f. Current school yearbook;
- g. School fire-alarm shutoff location and procedures;
- h. School sprinkler system shutoff location and procedures;
- i. Gas/utility line layouts and shutoff valve locations; and

- j. Cable/satellite television shutoff location and procedures.

### **III. Law Enforcement Authority Response**

A. Depending on the totality of the circumstances, initial response by the Law Enforcement Authority shall include:

1. For incidents in progress:
  - a. Meet with contact person and locate scene of incident.
  - b. Stabilize incident.
  - c. Provide/arrange for emergency medical treatment, if necessary.
  - d. Control the scene of the incident
    - i. Secure any physical evidence at the scene
    - ii. Identify involved persons and witnesses
  - e. Conduct investigation
  - f. Exchange information
  - g. Confer with school officials to determine the extent of law enforcement involvement required by the situation
2. Incidents not in progress:
  - a. Meet with contact person
  - b. Recover any physical evidence
  - c. Conduct investigation
  - d. Exchange information
  - e. Confer with school officials to determine the extent of law enforcement involvement required by the situation
3. Incidents involving delayed reporting
  - a. In the event that a reportable incident occurs on school property, at a school sponsored event, or on any public conveyance providing transportation to or from a school or school sponsored activity after the conclusion of the school day or after the conclusion of the event at which the incident occurred, the School Entity shall report the incident to the Law Enforcement Authority immediately upon its notification.
  - b. If such incident is initially reported to the School Entity, the School Entity shall proceed as outlined in paragraphs II (A – C) above.
  - c. If the incident is initially reported to the Law Enforcement Authority, Law Enforcement Authority shall proceed directly with its investigation and shall immediately notify the School Entity of the incident, with all pertinent and reportable information, by the most expeditious means possible as if the reporting was not delayed.

B. Custody of Actors

1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer if:
  - a. the student has been placed under arrest;

- b. the student is being placed under investigative detention;
  - c. the student is being taken into custody for the protection of the student; or
  - d. the student's parent or guardian consents to the release of the student to law enforcement custody.
2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

#### **IV. Assistance of School Entities**

##### **A. In Loco Parentis**

1. Teachers, Guidance Counselors, Vice Principals and Principals in the public schools have the right to exercise the same authority as to conduct and behavior over the pupils attending school, during the time they are in attendance, including the time required in going to and from their homes, as the parents, guardian or persons in parental relation to such pupils may exercise over them.
2. School authorities' ability to stand in loco parentis over children does not extend to matters beyond conduct and discipline during school, school activities, or on any public conveyance providing transportation to or from school or school sponsored activity.

##### **B. Notification of Parent or Guardian**

1. Taking into consideration the totality of the circumstances, parents or guardians of students involved in acts of violence, possession of weapons, sexual assault, or the possession, use or sale of a controlled substance or the underage possession of alcohol or intoxication from alcohol should be notified of the involvement as soon as possible.
2. The School Entity shall document attempts made to reach the parents or guardians of all victims, witnesses and suspects of incidents reportable to law enforcement authorities pursuant to the terms of this agreement.
3. Except in cases in which the suspect student has been injured and requires medical attention, the decision to notify a suspect's parents or guardians shall be a cooperative decision between school officials and law enforcement authorities.

##### **C. Scope of School Entity's Involvement**

1. Victims
  - a. The Law Enforcement Authority does not need to secure parental permission to interview a victim.
  - b. The School Entity shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow department policies and procedures when

interviewing a victim to ensure the protection of the victim's legal and constitutional rights.

- c. In the event a victim is interviewed by Law Enforcement Authority on school property, a guidance counselor or similar designated personnel shall be present during the interview.

## 2. Witnesses

- a. The Law Enforcement Authority does not need to secure parental permission to interview a witness to a reportable incident.
- b. The School Entity shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow department policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.
- c. In the event a witness is interviewed by Law Enforcement Authority on school property, a guidance counselor or similar designated personnel shall be present during the interview.

## 3. Suspects

- a. General Principles: Once the Law Enforcement Authority assumes primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the expertise of the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to protect an interest of the School Entity.

### b. Custodial Interrogation

- i. Depending upon the individual circumstances of the incident, a juvenile suspect may or may not be competent to waive his/her rights to consult with an interested adult and/or an attorney prior to interrogation by law enforcement authorities.
- ii. The School Entity shall cooperate with the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities.
- iii. In the event an interested adult cannot be contacted, the School Entity shall defer to the policies, procedures and direction of the investigating Law Enforcement Authority who shall act in a manner consistent with the protection of the student suspect's legal and constitutional rights.

## 4. Conflicts of Interest

- a. The parties to this Memorandum recognize that in the event that a School Entity employee, contractor, or other person acting on behalf of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.

- b. Where the possibility of such a conflict exists, neither the individual that is the subject of the investigation nor any person acting as his/her subordinate or direct supervisor shall be present during Law Enforcement Authority's interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.
- c. Neither the individual who is the subject of the investigation, nor his/her subordinate(s) and/or direct supervisor(s) shall be informed of the contents of the statements made by student co-suspects, victims or witnesses, except at the discretion of the Law Enforcement Authority or as otherwise required by law.

#### D. Reporting Requirements and Exchange of Information

1. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:
  - a. Criminal History Record Information Act, 18 Pa. C.S. §§ 9101 *et seq.*
  - b. The prohibition against disclosures, specified in paragraph IV(C)(4) of this Memorandum.
2. When sharing information and evidence necessary for the Law Enforcement Authority to complete their investigation, the School Entity shall:
  - a. Comply with the Federal Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and its implementing regulations at 34 C.F.R. § 99.1 *et seq.*, and 22 Pa. Code §§ 12.31-12.33 and any amendments thereto.
  - b. Comply with the requirements of the Public School Code of 1949, 24 P.S. §§ 13-1303-A and 13-1317.2 and any amendments thereto.
  - c. Complete reports as required by the Public School Code of 1949, 24 P.S. § 13-1303-A and any amendments thereto.
3. All school entities are required submit an annual report, which will include violence statistics and reports to the Department of Education's Office of Safe Schools. This annual report must include all new incidents described in Section II (A) above. Prior to submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:
  - a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.
  - b. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall indicate any discrepancies between the report and police incident data.

- c. Prior to submitting the annual report, the chief school administrator and the police department shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department shall notify the chief school administrator and the office in writing.
- d. Where a police department fails to take action as required under clause (a) or (b), the chief school administrator shall submit the annual report and indicate that the police department failed to take action as required under clause (a) or (b).
- e. Where there are discrepancies between the School Entity's incident data and the police incident data, the following shall occur:  
[Describe procedure to be followed for the resolution of school violence data discrepancies prior to filing the annual report]  


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**V. Media Relations**

A. Release of information

- 1. The release of information concerning incidents reportable to the Law Enforcement Authority pursuant to the terms of this Memorandum shall be coordinated between the Law Enforcement Authority and the School Entity.
- 2. The parties shall release as much information as is allowable by law with due deliberation given to the investigative considerations and the need to limit disruptions to school functions and protect the privacy of the students and staff involved.

**VI. General Provisions**

- A. This Memorandum is not intended to and does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any additional signatory authorities or entities, or their respective officer, employees, agents or representatives.
- B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties, but in any event must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter.
- C. In the event of changes in state or federal law which necessitate changes to this Memorandum, the parties shall collaborate to amend this Memorandum to assure compliance by the parties with state and federal requirements.

D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

**AND NOW**, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

\_\_\_\_\_  
Chief School Administrator

\_\_\_\_\_  
School Entity

\_\_\_\_\_  
Chief Law Enforcement Authority

\_\_\_\_\_  
Law Enforcement Authority

\_\_\_\_\_  
Building Principal

\_\_\_\_\_  
School Building