

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MONTGOMERY COUNTY PUBLIC SCHOOLS
AND
MONTGOMERY COUNTY DEPARTMENT OF POLICE
AND
MONTGOMERY COUNTY STATE'S ATTORNEY'S OFFICE
AND
CHEVY CHASE VILLAGE POLICE DEPARTMENT
AND
GAITHERSBURG CITY POLICE DEPARTMENT
AND
ROCKVILLE CITY POLICE DEPARTMENT
AND
TAKOMA PARK POLICE DEPARTMENT**

The purpose of this memorandum of understanding (MOU) is to establish a working protocol for exchanging information and addressing matters of mutual concern cooperatively among the Montgomery County Public Schools (MCPS), the signatory agencies, and the Montgomery County State's Attorney's Office (SAO) to maintain and to enhance a safe learning and working environment for students and staff.

I. Offenses by Students or Others on School Property where Police Take the Lead

a. **Investigative Responsibilities.** The parties agree that the following offenses, termed "critical incidents," that occur on MCPS property, including school buses, or at an MCPS sponsored event, including extra-curricular activities, shall be reported to the appropriate police agency by the administrator-in-charge or designee as soon as practicable so that the police agency can investigate in accordance with the procedures in Part II. Such notification must be made by direct communication with the educational facilities officer (EFO), if immediately available, or to the Public Safety Communications Center (911) or 301-279-8000. Voice mail messages to the EFO will not suffice and must be followed with a call to 911. (Note that MCPS Regulation JFA-RA, Student Rights and Responsibilities, requires police notification for other kinds of student misconduct which are not listed here and for which MCPS has the primary investigative authority.)

- Any physical attack on another that requires medical attention outside of the school health room
- Any death
- Rape and/or sexual assault with another by force or threat of force¹

¹ Meaning engaging in a sexual act or sexual contact, without consent, by force or threat of force, and/or employing or displaying a dangerous weapon or object reasonably believed to be a weapon (sexual offense in the first, second, or third degree)

- Robbery/attempted robbery (taking property of another from his person or in his presence by force, reasonable fear of violence, or intimidation whether the perpetrator is armed or unarmed)
- Arson (willful and maliciously set fire) or verbal or written threat of arson
- Manufacture or possession of destructive device (explosive, incendiary, or toxic material combined with a delivery or detonating apparatus or modified to do so) or look-alike
- Knowingly make false reports about the location or detonation of a destructive device
- Theft (any single incident or series of incidents committed by the same perpetrator where the value of the stolen property is \$500 or more)
- Possession of a firearm; possession of other dangerous or deadly weapon, including any device designed or manipulated to shoot any projectile, knowingly brought onto or brandished upon school property
- Possession with intent to distribute, distribution, or manufacture of controlled dangerous substance
- Gang² related incident/crime
- Hate crime (harassing³ a person or damaging property of a person because of his race, color, religious beliefs, sexual orientation,⁴ or national origin)

b. **Releasing Student Information.** Information obtained by school staff may be shared with the police agency or SAO as long as the information was not derived from school records.⁵ For example, information received orally from a student may be shared, even if later recorded in a written statement used by school staff for disciplinary purposes. Information from school records can be shared under any one of the following circumstances:

- “Directory information” unless the parent/guardian has asked specifically that such information be kept confidential
- With consent of the parent/guardian or adult student
- In response to a subpoena, including a subpoena from the SAO⁶
- In a specific situation that presents imminent danger to students or members of the community or that requires an immediate need for information in order to avert or diffuse serious threats to the safety or health of a student or other individual

² A formal or informal ongoing organization, association, or group of three or more persons who: (a) have a history of criminal street gang activity; (b) have a common name or common identifying signs, colors, or symbols; and (c) have members or associates who, individually or collectively, engage in or have engaged in a pattern of criminal activity.

³ Harassment is defined as a persistent pattern of conduct intended to alarm or seriously annoy another, without a legal purpose, after receiving reasonable warning or request to stop.

⁴ Sexual orientation means the identification of an individual as to male or female homosexuality, heterosexuality, bisexuality, or gender-related identity.

⁵ School records are those records, identifiable to an individual student, governed by federal law (the Family Educational Rights and Privacy Act/ FERPA).

⁶ Release of documents from a student record requires that the school first make reasonable efforts to notify the parent/guardian or adult student of receipt of the subpoena in advance of complying with the subpoena so the parent/guardian may seek protective action, unless the issuing authority has ordered that the existence or contents of the subpoena not be disclosed.

II. Investigation of Critical Incidents Occurring on School Property

MCPS shall immediately notify the appropriate police agency of all critical incidents as described in Section I of this agreement. The police agency will respond promptly to such incidents or will keep the school staff advised of any delay in the response of officers.

Absent exigent circumstances, MCPS will limit its administrative investigation to ascertaining basic facts and doing what is necessary to stabilize the situation until a police officer arrives. For critical incidents, MCPS will defer taking written statements from students and/or witnesses, thereby permitting the police agency the opportunity to do so. Copies of written student and witness statements will be provided to MCPS within seven days with the approval of the SAO which shall make the determination after consultation with the police agency. The police agency will assist MCPS with its administrative procedures by providing the relevant information requested (including a synopsis of relevant facts) in order that statutory and administrative deadlines may be met and by providing witness statements in any closed investigation and as otherwise authorized by the SAO.

The principal or his/her designee shall be present, whenever possible, during any interview conducted by the police agency on school property and may interview the individual after the police officer has concluded his/her interview.

In the event that the police agency has not arrived and school dismissal is about to occur, MCPS will notify the police agency, and MCPS may conduct an administrative investigation, including taking student statements. The police agency understands that MCPS does not have the authority to arrest individuals and hold them for the police agency.

III. Notification of State's Attorney's Office

The MCPS Department of School Safety and Security will make reasonable efforts to notify the SAO when it receives notice that a student has been arrested by the police agency and charged with one of the following offenses in order for the SAO to obtain the information necessary to present the State's case at a detention hearing or other judicial proceeding which generally will be held within the next business day following the student arrest:

- Violent physical or sexual attack on another
- Manufacture or possession of destructive device (explosive, incendiary, or toxic material combined with a delivery or detonating apparatus or modified to do so) or a look-alike
- Knowingly make false reports about the location or detonation of a destructive device
- Possession of a firearm brought knowingly or use of any weapon to cause bodily harm
- Possession with intent to distribute or distribution or manufacture of controlled dangerous substance
- Gang related incident/crime

When legally permissible, the SAO shall advise MCPS of whether the student was or was not prosecuted for the offenses listed in this Section III. (See attached form.)

IV. Serious Incidents in the Community

In addition to the required notification of reportable offenses committed by students in the community, the police agency will notify MCPS as soon as practicable of any serious incident involving MCPS schools, facilities, students, or staff that the police agency reasonably believes will impact MCPS operations in order for appropriate measures to be taken by MCPS to address the impact. Examples include:

- Death of a student, staff member
- Serious or life-threatening injury to a student and/or staff member
- Hostage-barricade, criminal suspect at large, or hazardous materials incident that may affect students and/or staff
- Gang related incident/crime
- After-hours property damage to an MCPS facility, school, bus, or other vehicle

During normal business hours, the police agency will provide notice to the MCPS Department of School Safety and Security at 301-279-3066. At all other times, the police agency will notify the Electronic Detection Section, the MCPS 24-hour communication center, at 301-279-3232.

V. Collaboration, Training, and Review

School administrators and officials of the police agencies are encouraged to periodically meet at the school community level to establish and foster good working relations between the agencies.

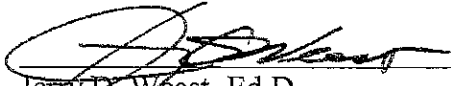
MCPS, the police agencies, and the SAO agree to participate in joint training opportunities for administrators, EFOs, and MCPS security staff on matters that are the subject of this MOU and other topics of mutual interest. MCPS and the police agencies will make available, annually, a block of time for training of administrators and other staff by the signatory agencies on the MOU and related matters. The SAO will make available, annually, a block of time for training assistant state's attorneys and other staff, as appropriate, on the MOU and related matters.

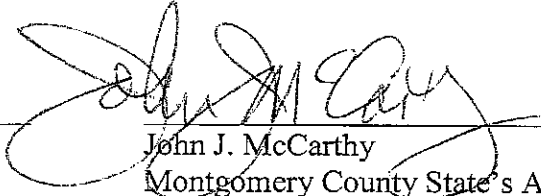
The signatory agencies agree that this MOU and its implementation will be reviewed by the parties annually in order to determine if any inadequacies exist and further agree to revise the MOU as may be appropriate, upon the agreement of the parties, in order to further the safety and welfare of the school community. Furthermore, the signatory agencies will meet annually thereafter to review the provisions contained within this MOU as well as the implementation of it. Amendments, with the agreement of each agency, may be made from time to time, as desirable.

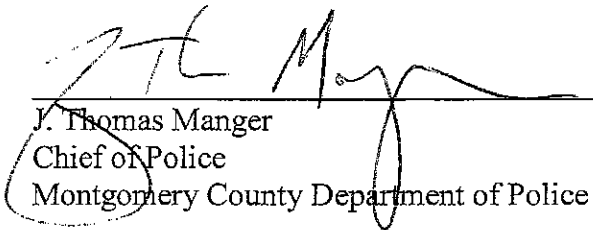
This MOU is not intended to supersede any other memoranda of understanding or legal obligations of the parties.

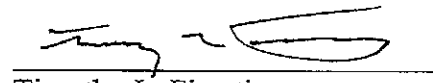
In witness, thereof, the parties have executed this memorandum of understanding on this 4th day of JUNE, 2010.

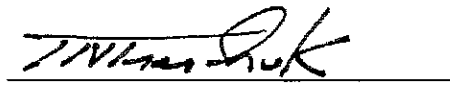
APPROVED

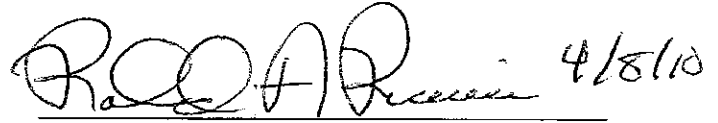

Jerry D. Weast, Ed.D.
Superintendent of Schools
Montgomery County Public Schools

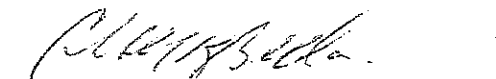

John J. McCarthy
Montgomery County State's Attorney

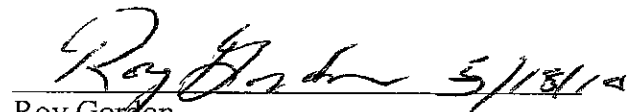

J. Thomas Manger
Chief of Police
Montgomery County Department of Police


Timothy L. Firestine
Chief Administrative Officer
Montgomery County, Maryland


Terrance N. Treschuk
Chief of Police
Rockville City Police Department

 4/8/10
Ronald Ricucci
Chief of Police
Takoma Park Police Department


Christopher Bonvillain
Interim Acting Chief of Police
Gaithersburg City Police Department

 5/18/10
Roy Gordon
Chief of Police
Chevy Chase Village Police Department

State's Attorney for Montgomery County
50 Maryland Avenue
Rockville, Maryland 20850

(Date)

Dr. Jerry D. Weast
Superintendent
Office of the Superintendent of Schools
Carver Educational Services Center
850 Hungerford Drive, Room 122
Rockville, MD 20850

Respondent Name:
Date of Birth:

Dear Dr. Weast:

Pursuant to Educational Article 7-303 of the Annotated Code of Maryland, Arrest of Students; Reportable Offenses, the student listed above was charged with a reportable offense. The following is a list of those charges and the associated disposition.

<u>Reportable Offense</u>	<u>Disposition</u>	<u>Disposition Date</u>
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If you have any questions, please call the Juvenile Division at 240-777-7300.

Respectfully submitted,

John J. McCarthy
State's Attorney for
Montgomery County, Maryland

By Margaret Burrowes
Assistant State's Attorney
Juvenile Division