

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MONTGOMERY COUNTY PUBLIC SCHOOLS
AND
MONTGOMERY COUNTY DEPARTMENT OF POLICE
AND
MONTGOMERY COUNTY STATE'S ATTORNEY'S OFFICE**

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 Montgomery County Department of Police (MCPD), 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 MCPD by the administrator-in-charge or designee as soon as practicable so that the MCPD 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.)

- Violent 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
- Strong-armed/armed robbery (taking property of another from his person or in his presence by force or reasonable fear of violence)
- 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
- Felony theft (any single incident where the value of the stolen property is \$500.00 or more)
- Possession of a firearm; possession of other dangerous or deadly weapon knowingly brought onto school property

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)

- 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 MCPD 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

II. Investigation of "Critical Incidents" Occurring on School Property

MCPS shall immediately notify MCPD of all critical incidents as described in Section I of this agreement. MCPD 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 MCPD 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 MCPD. The MCPD will assist MCPS with its administrative procedures by providing the relevant information requested (including a synopsis of relevant facts) in order that statutory and

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.

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 MCPD on school property and may interview the individual after the police officer has concluded his/her interview.

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

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 MCPD 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 MCPD will notify MCPS as soon as practicable of any serious incident involving MCPS schools, facilities, students, or staff that the MCPD 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 MCPD will provide notice to the MCPS Department of School Safety and Security at 301-279-3066. At all other times, MCPD will notify the Electronic Detection Section, the MCPS 24-hour communication center, at 301-279-3232.

V. Collaboration, Training, and Review

School administrators and MCPD district commanders and division directors are encouraged to periodically meet at the school community level to establish and foster good working relations between the two agencies.


MCPS, MCPD, 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 MCPD 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.

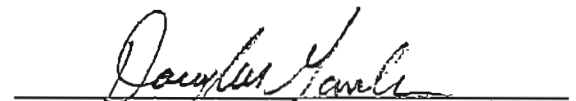
The signatory agencies agree that this MOU and its implementation will be reviewed by the parties within 90 days of its execution in order to determine if any inadequacies exist and further agree to revise the MOU as may be appropriate, upon the agreement of the parties, in order to further the safety and welfare of the school community. Furthermore, the signatory agencies will meet every four months 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.

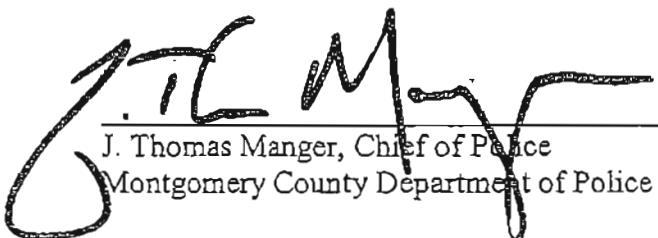
This MOU is not intended to supersede any other memoranda of understanding or legal obligations of the parties.

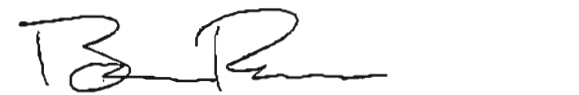
In witness, thereof, the parties have executed this memorandum of understanding on this 18th day of October, 2006.

APPROVED


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


Douglas F. Gansler
Montgomery County State's Attorney


J. Thomas Manger, Chief of Police
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