

MEMORANDUM OF UNDERSTANDING
School District of the City of Allentown and the Allentown Police Department

This Memorandum of Understanding between the Allentown School District (“School District”) and the Allentown Police Department (“Police”) enter into this Memorandum in accordance with the provisions of the act of March 10, 1949 (P.L. 30, No. 4), as amended, 24 P.S. 13-1301-A, *et seq.*, known as the Safe Schools Act to the extent required thereby.

I. Joint Statement of Concern:

THE PURPOSE OF THIS MEMORANDUM IS TO ESTABLISH PROCEDURES TO BE FOLLOWED WHEN ANY INCIDENT INVOLVING AN ACT OF VIOLENCE OR POSSESSION OF A WEAPON (“CRIMINAL ACTIVITY”) OCCURS ON SCHOOL PROPERTY, AS DEFINED IN THE PENNSYLVANIA SAFE SCHOOLS ACT.

II. Incidents Requiring Police Notification and Response

A. District Obligations:

1. No School District employee will ask the Police to enter into any discussion with the student suspect relating to the disposition of the Criminal Activity as it applies to consequences relating to violations of school policies/procedures.
2. Surrender to the Police all contraband or physical evidence, pursuant to an investigation, found on or in school property, school vehicles and at school sponsored activities.
3. Turn situations that require police involvement and threaten the safety of the school community over to the Police. Once the Police have taken charge of the situation, school personnel will continue to provide support and assistance during the crisis.
4. Work collaboratively with the Police in Criminal Activity prevention, reporting, investigation, serving warrants, identification of suspects and, where appropriate, apprehension and prosecution of those individuals. This should involve as little disruption of the school environment and violation of the student’s privacy as possible. The School District will defer to the expertise of the Police on such matters except as is necessary to protect an interest of the School District as it relates to the Public School Code of 1949, 24 P.S. §§ 1-101, *et seq.*
5. Request that police officers: inform the school administration of their presence whenever they arrive at school; carry out their duties while on School District property with as little disruption of the school environment as

possible; and abide by School District policy regarding access to students during the school day.

6. Complete reports as required under the Public School Code of 1949, 24 P.S. § 13-1303-A.
7. Provide or arrange for emergency and medical treatment, as necessary.
8. Meet the police officer(s) arriving on school property as a result of a report.

B. Police obligations:

1. Inform the school building administration of their presence whenever they arrive in a school.
2. Carry out their duties while on School District property with as little disruption of the school environment as possible.
3. Abide by School District Policy regarding access to students (see taking custody) during the school day unless a particular situation requires immediate action.
4. Consult with the School District on issues related to prevention, reporting of Criminal Activity, safety, and other school-law enforcement issues.

C. Responses to Incidents:

1. The School District shall immediately report to the Police all Criminal Activity committed on school property once the School District becomes aware of said Criminal Activity.
2. Schools will also comply with reporting as required by the School District's Policies and Procedural Guidelines which include, but are not limited to: Students and Police Policy, Weapons Policy, Substance Abuse Policy; threats of homicide or other violent acts as required in the District's Critical Incident Guidelines, Child/Student Abuse Policy, Gang Policy, and discipline violations required to be reported to the Police in the District's Code of Conduct Disciplinary Guidelines, and the Safe Schools Act, 24 PS § 13-1301-A *et seq.*
3. Upon notification of the Criminal Activity to the Police, the School District 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:

- A. Whether the Criminal Activity is in progress or has concluded;
 - i. Nature of the Criminal Activity;
 - ii. Exact location of the Criminal Activity;
 - iii. Number of persons involved in the Criminal Activity;
 - iv. Weapons, if any, involved;
 - v. Whether the weapons, if any, have been secured and if so, the custodian of the weapons;
 - vi. Injuries involved;
 - vii. Whether EMS was notified;
 - viii. Identity of the School District contact person;
 - ix. All other such information known to the School District which can deemed relevant to the incident under investigation;
 - x. Names and ages of individuals involved; and
 - xi. Identity of any witnesses.

4. Initial response by Police

A. Incidents of Criminal Activity in progress;

- i. Meet with School District contact person, if necessary, to locate incident of Criminal Activity
- ii. Stabilize incident of Criminal Activity
- iii. Provide or arrange for emergency medical treatment as necessary
- iv. Control the scene of the incident of Criminal Activity
 - a. secure any physical evidence at the scene
 - b. identify involved persons and witnesses
- v. Conduct investigation
- vi. Exchange information
- vii. Confer with school officials to determine the extent of Police involvement required by situation.

B. Incidents of Criminal Activity not in progress:

- i. Meet with School District contact person
- ii. Recover any physical evidence and provide a written receipt for the same to the appropriate school administrator
- iii. Conduct investigation
- iv. Exchange information
- v. Confer with school officials to determine the extent of Police involvement required by situation.

C. Incidents of Criminal Activity involving delayed reporting;

- i. Incidents of Criminal Activity which are reported after the conclusion of the school day or event during which the incident took place
- ii. If initially reported to the School District, handle as if reporting was not delayed
- iii. If initially reported to the Police, investigation will be conducted as any other investigation. School District will be made aware of the incident and information will be shared as if the reporting was not delayed, unless the police determine the investigation requires otherwise.

5. Scope of School District's Involvement:

A. Victims and Witnesses:

- i. As soon as possible, the School District shall notify the parent or guardian of a victim or witness when Police interview that victim or witness on School District property unless otherwise notified by the police. Police shall follow department policies and procedures when interviewing a victim or witness to ensure the protection of the victim or witness's legal and constitutional rights.
- ii. In the event a victim or witness is interviewed by Police on school property, a school administrator, or designee, shall have the right to be present during the interview, unless proper police procedure dictates otherwise.

B. Suspects:

- i. Depending upon the individual circumstances of the incident of Criminal Activity, a student suspect may or may not be competent to waive his/her rights to consult with an interested adult and/or attorney prior to speaking with Police.
- ii. The School District shall cooperate with Police to secure the permission and presence of at least one parent or guardian of a student suspect before the student is interviewed by Police.
- iii. In the event an interested adult cannot be contacted, the School District shall defer to the policies, procedures and direction of the investigating Police who shall act in a manner consistent with the protection of the student suspect's legal and constitutional rights.
- iv. The legal conduct of interviews, interrogations, searches, seizures of property and arrests are within the purview of the Police. The School District shall defer to the expertise

of the Police on matters of criminal and juvenile law procedure, except as is necessary to protect a legal and clearly defined interest of the School District.

C. Conflicts of Interest:

- i. The parties to the Memorandum recognized that in the event that a School District employee, contractor or other person acting on behalf of the District is the subject of an investigation, a conflict of interest may exist. In such circumstances, the individual that is the subject of the investigation will not be present during the interviews of students as co-suspects, witnesses or victims by police. The School District Superintendent will be informed of the investigation and neither the Superintendent nor his or her designee will be present when the Police interviews students as co-suspects, witnesses or victims of a School District employee, contractor, or other person acting on behalf of the School District.
- ii. Neither the individual who is the subject of the investigation, nor his/her subordinates(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 Police or as otherwise required by law. A building administrator or other similar school employee who is not involved in the conflict, shall have the right to be present during the interview of a student as a co-suspect, victim or witness. In light of the potential for a conflict, however, the decision to have the building administrator or other similar school employee present during the interview shall be a cooperative decision between the School District and Police.

III. Police Taking Custody of Students

- A. The School District will cooperate with Police who arrive to take custody of a student. Students may be taken into custody at the discretion of the Police.
- B. The School District recognizes that the Police have the authority to take a student into custody for the Lehigh County Office of Children and Youth.
- C. The Police shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

IV. Exchange of Information

- A. The Police will provide information to the School District within the limits imposed by law, including but not limited to, the Criminal History Information Act, 18 Pa.C.S., Chapter 91 and the Public School Code of 1949, 24 P.S. § 13-1303-A, and pursuant to Police policies and procedures.
- B. The School District will provide information to the Police within the limits imposed by law, including but not limited to, 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.*, 22 Pa Code §§ 12.31 – 12.33 and the Public School Code of 1949, 24 P.S. § 13-1303-A and § 13-1317.2, and pursuant to the School District policy and procedures.

V. Media Contact

- A. Media contact involving incidents of mutual concern should be coordinated between the School District and the Police when practical. The parties will release as much information as required by law with due consideration to the investigative needs and the need to limit disruption of the School District function and the Police function.
- B. The release of information concerning Criminal Activity shall be coordinated between the School District and the Police.

VI. Assistance of School District:

A. Notification of Parent or Guardian:

- 1. In the event that a Parent or Guardian is a co-suspect or in the event of a situation in which immediate notification of the incident of criminal activity may result in the destruction of or tampering with evidence or witnesses, the School District, in cooperation with the Police, may decide to delay notification of parents or guardians as reasonably requested by the Police.
- 2. School Districts shall document attempts made to reach the parents or guardians of all victims, witnesses and suspects of incidents of Criminal Activity reportable to Police pursuant to the terms of this Memorandum.
- 3. Except in cases in which the suspect student is injured and requires medical attention, the decision to notify a suspect’s parents or guardians shall be a cooperative decision between School District officials and the Police.

VII. General Provisions

A. This memorandum is not intended to and does not create any contractual rights or obligations with respect to the signatory agencies or any other parties.

B. This memorandum may be amended, expanded or modified any time upon the written consent of the parties. However, in any event, this Memorandum must be reviewed and re-executed in accordance with legal requirements.

C. In the event of changes in state or federal law which necessitate changes to this memorandum, the School District and the Police shall collaborate to promptly change this memorandum to ensure compliance by the School District and the Police with state and federal requirements.

D. The School District and the Police will actively work to resolve any differences in interpretation of this memorandum or in fulfilling the terms thereof.

E. No later than April 15th of each year, the Police Chief, or his designee, shall meet with the School District Superintendent and Principals to discuss school safety issues and to make such modifications to this Memorandum of Understanding as may be appropriate.

The parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

Karen S. Angello, Ph.D.
Superintendent, Allentown School District

Date

Roger MacLean, Chief
Police Department, City of Allentown

Date

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