

## **Warren County School District Law Enforcement Partnership**

### **MEMORANDUM OF UNDERSTANDING**

Revised 3/01/10

**THIS MEMORANDUM OF UNDERSTANDING** is entered into by and between the **WARREN COUNTY SHERIFF'S OFFICE** ("SHERIFF"), the **WARREN CITY POLICE DEPARTMENT** ("CITY"), the **PENNSYLVANIA STATE POLICE** (State Police), the **EMERGENCY MANAGEMENT AGENCY** ("EMA"), the **CONEWANGO TOWNSHIP POLICE DEPARTMENT**, (Conewango Township), the **SHEFFIELD TOWNSHIP POLICE DEPARTMENT** (Sheffield Township), the **YOUNGSVILLE POLICE DEPARTMENT** (Youngsville), and the **WARREN COUNTY SCHOOL DISTRICT** ("SCHOOL"). The effective date of this Agreement is 7/01/10.

### **ARTICLE I**

#### ***PURPOSE***

The purpose of this Memorandum is to establish general guidelines for the response to student behavior which may violate the School's Discipline Code, and which may also rise to the level of a criminal violation. A second purpose is to establish general guidelines concerning incidents of all types which may impact School safety. The Parties to this Memorandum agree to utilize their best efforts to follow these common guidelines with the goal of fostering a relationship of cooperation, mutual support and the sharing of information and resources between the Parties hereto, as they work together to maintain a safe school environment.

## ARTICLE II

### *APPOINTMENT OF LIAISONS*

The following liaisons are appointed by the Parties to this Agreement. The Parties agree to make reasonable efforts to contact the liaisons to discuss questions and problems concerning the application of the guidelines in this Agreement, to share information relative to school safety in general, and to coordinate the pursuit or prosecution of a particular matter arising in that Party's jurisdiction.

Warren County Sheriff's Office:	<u>Sheriff</u>
Pennsylvania State Police:	<u>Station Commander – Troop E, Warren</u>
Warren City Police Department:	<u>Police Chief</u>
Emergency Management Agency:	<u>Director</u>
Conewango Township Police:	<u>Police Chief</u>
Sheffield Township Police:	<u>Police Chief</u>
Youngsville Police Department:	<u>Police Chief</u>
Warren County School District:	<u>WCSD Board President</u>

### ARTICLE III

#### *PRIORITIES OF THE PARTIES*

In order to understand the needs of the other Parties and to cooperate as fully as possible, the Parties desire to set forth priorities which fall within each Party's duties and which bear upon school safety.

##### **A. Law Enforcement Priorities**

The significant priorities of the Law Enforcement Authorities are as follows:

1. Investigate all incidents reported to have occurred on School property, at any School sponsored activity, or 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 practicable.
3. Assist the School in the prevention of criminal acts through preventative measures, including education and deterrence.
4. Cooperate with the EMA and School in emergency situations.

##### **B. School Priorities**

The significant priorities of the School are as follows:

1. Create a safe learning environment that supports each student's well being and fosters students' opportunities to reach their full potential while balancing and protecting the rights of all students within the School's authority.
2. Establish and maintain cooperative relationships with law enforcement authorities in the reporting and resolution of all potential criminal violations.
3. Foster partnerships with law enforcement agencies for the education and guidance of students to create a school climate and knowledge base conducive to learning and personal growth.
4. Provide law enforcement agencies and the EMA with information concerning the School, including floor plans of school buildings.
5. Cooperate with the other Parties in emergency situations.

**C. EMA Priorities**

The significant priorities of the EMA are as follows:

1. To receive information from the other Parties to this Agreement and to disseminate information to them concerning emergency situations that might affect school safety.
2. To provide to and receive cooperation from the other Parties concerning the management of emergency situations that affect school safety.

#### ARTICLE IV

##### ***JURISDICTION AND NOTIFICATION OF LAW ENFORCEMENT AUTHORITIES CONCERNING INCIDENTS***

*Violations of the School Discipline Code which may rise to the level of a criminal violation will be reported to law enforcement authorities by the School as follows:*

###### **A. Jurisdiction of Law Enforcement Authorities**

1. Incidents occurring within the City of Warren will be referred to the City Police Department.
2. Incidents occurring outside the City will be referred to the **appropriate law enforcement authority.**
3. Incidents which occur both within and without the City will be referred to the **appropriate law enforcement authority.**

###### **B. Means of Notification**

The School will make its best efforts to provide as much of the following information as is available at the time of notification. However, the gathering of information shall not delay notification

1. Whether the incident is in progress or has concluded.
2. Nature of the incident.
3. Location of the incident.
4. Number of persons believed involved.
5. Names and ages of persons involved.
6. Whether weapons were involved in the incident.
7. Whether the weapons have been secured, and if so the custodian thereof.
8. Whether the incident involved injuries.
9. Whether the EMS was notified.
10. Identity of the School contact person.
11. Identity of any witnesses.
12. Other information relevant to the incident.

**C. Children With Disabilities**

If the incident is committed by a child with a disability, the School will make available to the law enforcement agency, as soon as is reasonably possible, the special education and disciplinary records of that child.

## ARTICLE V

### *DUTIES OF THE EMA AND LAW ENFORCEMENT AGENCIES WITH RESPECT TO INCIDENTS CONCERNING SCHOOL SAFETY*

When incidents involving school safety arise, it is important that the Parties hereto understand the respective duties belonging to them. In general, the Parties will assume the duties as follows:

#### **A. EMA Duties**

With respect to incidents concerning School safety and involving the jurisdiction of the EMA, the EMA will:

1. Implement the local Emergency Operations Plan as it pertains to schools.
2. Notify PEMA.
3. In coordination with the School and other agencies having jurisdiction, prepare and disseminate public information materials concerning the safety risk.
4. Use the Emergency Alert System and NOAA Weather Radio as appropriate.
5. Provide rumor control at the request of the School.
  - a. The five executive positions listed below will have accurate knowledge or will know who to contact to obtain accurate knowledge concerning rumored occurrences relating to School. School staff calling any of the Parties hereto shall be referred to one of the five individuals below. Non-School staff shall be queried and if they have a "need to know", their name and telephone number shall be taken; one of the five individuals below shall be contacted with the request that they return the call of the caller. No telephone numbers are to be given out to the caller.

The five executive positions are:

- (1) School Superintendent.
- (2) Director of Secondary Education
- (3) Director of Building and Grounds
- (4) Director of Technology
- (5) Director of Human Resources

The telephone numbers of these five (5) individuals will be provided to the EMA.

6. To provide coordination efforts with the on-scene commander.
7. To allocate County resources in response to the incident.

8. To provide guidance and training to individuals and agencies that will be expected to respond to School incidents.
9. Coordinate Mass Care Shelter activities with the American Red Cross.
10. Provide technical assistance to on-site coordinator relating to special concerns within the community.

**B. Law Enforcement Authority Duties**

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 and secure any physical evidence, and identify witnesses and persons involved.
  - e. Conduct investigation.
  - f. Exchange information with School staff.
2. For incidents not in progress:
  - a. Meet with contact person.
  - b. Recover physical evidence.
  - c. Conduct investigation.
  - d. Exchange information with School staff.
3. Students identified as having complicity in the incident may be taken into custody at the discretion of the investigating law enforcement officer.
4. For incidents which are investigated by the **Law Enforcement Authority**, or for which they retain physical evidence, the **Law Enforcement Authority** will cooperate in disciplinary matters brought by the School, against the student, under the School's Discipline Code, via attendance at Hearing, sharing of evidence, test results, and the like.

**C. School Duties**

1. To cooperate with the other Parties in the carrying out of the duties outlined above.
2. When the circumstances of the incident will permit, the School may elect to contact the parents or guardians of students involved in the incident. However, interviews, the gathering of evidence and other activities deemed important by the **Law Enforcement Authority**, will not be delayed in order to await the arrival of a parent or guardian. While



any interviews, gathering of evidence or the like occur on School property, the School may elect to have a representative present.

3. The physical evidence gathered by the School in relation to an incident and which may be useful in a criminal prosecution, will be shared by the School with the **Law Enforcement Authority**.
4. Students who are not believed to have complicity in the incident, but may be witnesses thereto, will be made available to the **Law Enforcement Authority** for interview purposes when the incident is believed to raise the level of a criminal violation. The School may elect to contact the parent or guardian of the witness; however, there shall be no obligation to delay the interview while awaiting the arrival of a parent or guardian. The District may elect to have a staff member present during the interview.
5. The School recognizes that when an incident is believed to rise to the level of a criminal violation, the legal conduct of arrests, interviews, interrogations, searches and seizures are within the purview of law enforcement; the School will defer to the expertise of law enforcement authorities on matters of criminal or juvenile procedure, except as is necessary to protect an interest of the School.

**ARTICLE VI**  
***CONFLICT OF INTEREST***

The Parties recognize that one of the situations which may affect School safety and is therefore the subject of this Agreement, involves criminal violations perpetrated upon students by School staff or contractors employed by the School. In the event that any School staff or contractor or other person acting on behalf of the School is the subject of a criminal investigation, the School agrees that 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 the **Law Enforcement Authorities** interviews of student suspects, victims or witnesses. Neither the individual who is the subject of the investigation, nor his/her subordinates and/or direct supervisor shall be informed of the contents of the statements made by students, except at the discretion of the **Law Enforcement Authority**, or as otherwise required by law.

**ARTICLE VII**  
***CONFIDENTIALITY, REPORTING REQUIREMENTS AND  
INFORMATION EXCHANGE***

In addition to the School's duty noted above to notify law enforcement authorities concerning children with disabilities, the Parties recognize that they have various obligations concerning confidentiality, reporting requirements and information exchange. While not intended to be an exhaustive list, the references set forth below are intended to be a convenient guide to the Parties concerning their respective obligations in this area.

**A. Law Enforcement Authorities Have Certain Duties Under the Following:**

1. Criminal History Record Information Act, 18 Pa.C.S. Chapter 91.
2. The Public School Code of 1949, 24 P.S. Section 13-1303-A(b). Law enforcement authorities shall provide to the School the information required under the reporting guidelines set forth thereunder.
3. Law enforcement authorities shall not make disclosures contradictory to the provisions of the preceding Article.

**B. School Has Certain Duties Under the Following:**

1. Federal Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232(g) and its implementing regulations at 34 C.F.R. Section 99.1, et seq., and 22 Pa. Code Sections 12.31 – 12.33.
2. Public School Code of 1949, 24 P.S. Sections 13-1301-A, et seq., and 13-1317.2.

## ARTICLE VIII

### *MEDIA RELATIONS*

1. The release of information concerning incidents reportable to law enforcement authorities pursuant to the terms of this Memorandum of Understanding shall be coordinated between the law enforcement authorities and the School.
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 confidentiality and privacy of the students and staff involved.

## ARTICLE IX

### *GENERAL PROVISIONS*

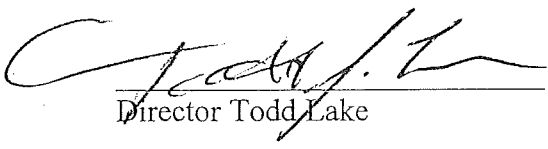
1. This Memorandum is not intended to and does not create any contractual rights or obligations with respect to the signatory agencies or any other persons or entities.
2. This Memorandum may be amended, expanded, or modified at any time upon the written consent of the Parties, but in any event, must be reviewed and re-executed within two (2) years of the date of its original execution, and every two years thereafter.
3. 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.
4. 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 \_\_\_\_\_, 20\_\_\_\_, the Parties hereby acknowledge the foregoing as the terms and conditions of this understanding.

WARREN COUNTY SCHOOL DISTRICT

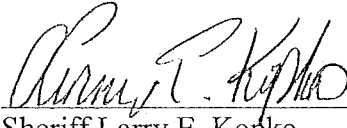
EMERGENCY MANAGEMENT  
AGENCY

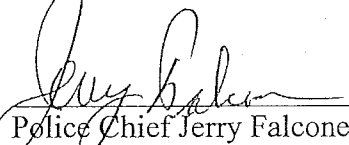
\_\_\_\_\_  
Board President Arthur Stewart

  
Director Todd Lake

WARREN COUNTY SHERIFF'S OFFICE

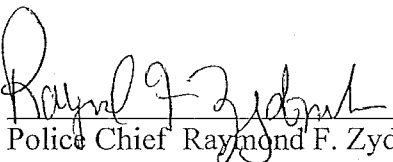
CONEWANGO TOWNSHIP POLICE  
DEPARTMENT

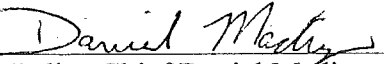
  
Sheriff Larry E. Kopko

  
Police Chief Jerry Falconer

CITY OF WARREN POLICE DEPT.

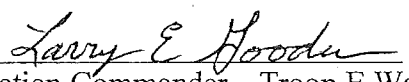
SHEFFIELD TOWNSHIP POLICE  
DEPARTMENT

  
Police Chief Raymond F. Zydonik

  
Police Chief Daniel Madigan

PENNSYLVANIA STATE POLICE

YOUNGSVILLE POLICE DEPARTMENT

  
Station Commander – Troop E Warren  
Sgt. Lawrence Goodwin

  
Police Chief Todd Mineweaser