Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
BETWEEN

CHELTENHAM TOWNSHIP POLICE DEPARTMENT

&

CHELTENHAM SCHOOL DISTRICT

July 1, 2025 – June 30, 2027 (Revised 06/12/2026)

I. Introduction

A. Parties

The following Law Enforcement Authority agrees to follow the policies and procedures contained in this Memorandum of Understanding (hereinafter – Memorandum):

CHELTENHAM TOWNSHIP POLICE DEPARTMENT

The following School Entity agrees to follow the policies and procedures contained in this Memorandum:

CHELTENHAM SCHOOL DISTRICT

B. This Memorandum establishes procedures to be followed when certain incidents – described in Section II below – occur on school property, at any sponsored activity, or on a conveyance as described in the Safe Schools Act (such as a school bus) providing transportation to or from a school or school sponsored activity. This Memorandum does not routinely cover incidents that are outside of those school settings and unless it could create a substantial disruption to the learning environment or impact a student returning to school.

C. The parties enter into this Memorandum to comply with the Pennsylvania Safe Schools Act and to promote proactive, positive relationships. The parties seek to maintain a safe school environment in a cooperative and mutually supportive manner, but in a way that does not result in an over presence of law enforcement in the school environment. Through the cooperative and supportive efforts of both parties, the parties strive to reduce student referrals to the criminal justice system by offering alternative dispositions when applicable, to protect and support any victims of crime, and to protect the lives, safety, and well-being of all who enter our school facilities.

D. Legal Authority

1. The parties make this agreement as required by Article XIII-A of the Public School Code of 1949, popularly known as the – Safe Schools Act, as amended, 24 P.S. §§ 13-1301-A – 13-1313-A.

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.

3. Information from Student Records

a. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:

i. Criminal History Record Information Act, 18 Pa C.S. § 1901 et seq.

ii. The prohibition against disclosures, specified in section IV (C)(5) of this Memorandum.

b. When sharing information and evidence necessary for the Law Enforcement Authority to complete its investigation, the School Entity shall:

i. Comply with the Family Educational Rights and Privacy Act (hereinafter - 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, including any amendments thereto.

ii. Comply with the requirements of the Safe Schools Act, 24 P.S. §§ 13-1303-A and 13-1313-A, and any amendments thereto.

iii. Complete reports as required by section 13-303-A of the Safe Schools Act, 24 P.S. § 13-1303-A, and any amendments thereto.

c. 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 and Law Enforcement Authority shall consider the facts known at the time, nature of the threat, and totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity believes that there is an articulable and significant threat to the health or safety of a student or other individuals, the School District 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/guardians, students, and

the Family Policy Compliance Office – what circumstance led it to determine that a health or safety emergency existed and why the disclosure was justified.

II. Notification of Incidents to Law Enforcement

The School Entity is required to notify law enforcement in specific situations listed in subsection A of this section. Law enforcement's decision to investigate and file charged may be made in consultation with school administrators.

A. Mandatory Notification

1. The School Entity shall immediately notify the Law Enforcement Authority having jurisdiction, where the offense occurred by the most expeditious means practicable of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

i. Section 908 (relating to prohibited offensive weapons as defined by Pa Statute, 18 Pa. C.S. § 908 (c) related to definitions.)

The term offensive weapon is defined by section 908 of the Crimes Code as any bomb, grenade, machine gun, sawed-off shotgun with a barrel less than 18 inches, firearm specially made or specially adapted for concealment or silent discharge, any blackjack, sandbag, metal knuckles, any stun gun, stun baton, taser or other electronic or electric weapon or other implement for the infliction of serious bodily injury which serves no common lawful purpose.

Consistent with section 908(b) of the Crimes Code (relating to exceptions), this reporting requirement does not apply to one who possessed or dealt with an offensive weapon solely as a curio or in a dramatic performance, or to one who possessed an offensive weapon briefly in consequence of having found it, taken it from an aggressor, or under circumstances similarly negating any intent or likelihood that the weapon would be used unlawfully.

ii. Section 912 (relating to possession of weapon on school property).

The term weapon is defined by section 912 of the Crimes Code to include but is not limited to, a knife, cutting instrument, cutting tool, nun chuck stick, firearm, shotgun, rifle and any other tool, instrument or implement capable of inflicting serious bodily injury.

Consistent with section 912(c) of the Crimes Code (relating to defense), this reporting requirement does not apply to a weapon that is: (a)

possessed and used in conjunction with a lawful supervised school activity or course; or (b) is possessed for other lawful purpose.

iii. Any other weapon or object designed to simulate a prohibited offensive weapon not specifically enumerated by Title 18, Pa. C.S. § 908 (c) or Title 18, Pa. C.S. § 912 (c) or any other object that may be used or adapted to be used as a weapon. Such objects may include but not be limited to a replica firearm, BB or pellet gun, dagger, knife, machete, razor, or other cutting instrument, the blade of which may be exposed in an automatic way by switch, push-button, spring mechanism, or otherwise, and any other object that may be used, threatened to be used, or is displayed in a manner designed to disrupt school operations or to cause alarm to another.

iv. Chapter 25 (relating to criminal homicide).

v. Section 2702 (relating to aggravated assault).

vi. Section 2709.1 (relating to stalking).

vii. Section 2901 (relating to kidnapping).

viii. Section 2902 (relating to unlawful restraint).

ix. Section 3121 (relating to rape).

x. Section 3122.1 (relating to statutory sexual assault).

xi. Section 3123 (relating to involuntary deviate sexual intercourse).

xii. Section 3124.1 (relating to sexual assault).

xiii. Section 3124.2 (relating to institutional sexual assault).

xiv. Section 3125 (relating to aggravated indecent assault).

xv. Section 3126 (relating to indecent assault).

xvi. Section 3301 (relating to arson and related offenses)

xvii. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.

xviii. Section 3502 (relating to burglary).

xix. Section 3503(a) and (b)(1)(v)(relating to criminal trespass).

xx. Section 5501 (relating to riot).

xxi. Section 6110.1 (relating to possession of firearm by minor).

b. The possession, use or sale of a controlled substance, designer drug or drug paraphernalia as defined in The Controlled Substance, Drug, Device and Cosmetic Act, as amended, 35 P.S. §§ 780-101 – 780-144, popularly known as the Drug Act. For purposes of the Memorandum, the terms controlled substance, designer drug and drug paraphernalia shall be defined as they are in Section 102 of the Drug Act. See 35 P.S. § 780-102 (relating to definitions).

c. Attempt, solicitation or conspiracy to commit any of the offenses listed in paragraphs 1 and 2 of this subsection.

d. An offense for which registration is required under 42 Pa.C.S. § 9795.1 (relating to registration).

2. In responding to an incident listed under section 1303-A(b)(4.1) of the Safe Schools Act (24 P.S. § 13-1303-A(b)(4.1)), a school entity may consider the propriety of utilizing available school-based program, such as school-wide positive behavior supports, to address the student's behavior. Nothing in this provision shall be read to limit law enforcement's discretion.

B. Law Enforcement Response to Notification

1. When notified of an incident pursuant to subsection A, law enforcement's decision to investigate and file charges, at the sole discretion of the Law Enforcement Authority, may be made in consultation with school administrators.

2. In determining whether to file charges, the Law Enforcement Authority is encouraged to consult with the District Attorney. Where appropriate under the law, part of this consultation should include a discussion about the availability or propriety of utilizing a diversionary program as an alternative to filing charges.

C. Notification of the Law Enforcement Authority when Incident Involves Children with Disabilities

1. If a child with a disability commits an incident of misconduct, school administrators and the Law Enforcement Authority should take into consideration that the child's behavior may be a manifestation of the disability and there may be no intent to commit an unlawful act. A child with a disability under this subsection shall mean a student with an IEP, a protected handicapped student with a service agreement that includes a behavior support plan, or such student for whom an evaluation is pending under 22 Pa. Code §§ 14.123 (relating to evaluation), 15.5 (relating to school district initiated evaluation and provision of services), 15.6 (relating to parent initiated evaluation and provision of services), or Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).

2. In the event a child with a disability commits an offense under Subsection A, the School Entity shall advise the Law Enforcement Authority that the child has an IEP or a service agreement that includes a behavior support plan and may include the School Entity's recommendation that police intervention may not be required and advisement that the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133 (relating to positive behavior support), 15.3 (relating to protected handicapped students general) or 711.46 (relating to positive behavior support). The Law Enforcement Authority may take the recommendation under advisement but reserves the right to investigate and file charges.

3. In accordance with 34 CFR 300.535 (relating to referral to and action by law enforcement and judicial authorities), nothing will prohibit the School Entity from reporting an offense committed by a child with a disability to the Law Enforcement Authority, and nothing will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.

4. The School Entity, when reporting an offense committed by a child with a disability, should ensure that copies of any relevant special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.

5. The School Entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

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 person(s) 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 have been notified.
10. Identity of the school contact person.
11. Identity of the witnesses to the incident, if any.
12. Whether the incident involves a student with a disability and, if so, the type of disability and its impact on the student's behavior.
13. Names and demographics of any person barred from the property by school authorities, whether notification was provided, and how it was documented.

14. Other such information as is known to the school entity and believed to be relevant to the incident.
15. Any video recordings or photographs related to the incident.
16. Any evidence related to the incident or subsequent investigation.
17. Any reports or statements related to an incident being investigated.

E. No later than September 30 of each year, the School Entity shall assemble and make ready for immediate deployment to its Incident Command Post the following information for the purpose of assisting the Law Enforcement Authority in responding to an emergency:

1. Blueprints or floor plans of the school buildings with camera locations and direction they are pointed.
2. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads.
3. Location(s) of predetermined or prospective command posts.
4. Current teacher/employee roster.
5. A list of school officials who can pull and provide school video.
6. Current student roster.
7. Most recent school yearbook.
8. School fire-alarm shutoff location and procedures.
9. School sprinkler system shutoff location and procedures.
10. Gas/utility line layouts and shutoff valve locations.
11. Cable/satellite television shut off location and procedures.
12. School Emergency Operations Plan
13. School reunification plans.
14. Other information the School Entity deems pertinent to assist local police departments in responding to an emergency.

F. Threat Assessment Team Coordination

Pursuant to Section 1319-B{d}(4) of the Pennsylvania Public School Code and Section

1302-E, the parties agree to the following procedures to ensure timely coordination between the Cheltenham School District will coordinate directly with the Cheltenham Police Department.

1. Threat Assessment Team

Cheltenham School District shall maintain a multidisciplinary Threat Assessment Team in accordance with applicable Pennsylvania law and guidance. The team shall be responsible for receiving, evaluating, and responding to reports of threatening or concerning behavior involving students, staff, or other individuals on school property or at school-related activities.

2. Coordination With Law Enforcement

Cheltenham School District shall coordinate with the West Conshohocken Police Department, Bridgeport, and Cheltenham Police Department when the Threat Assessment Team determines that:

- The reported behavior may constitute specific criminal conduct as outlined in Section II subsection A, Mandatory Notification,
- The situation involves weapons, explosives, or dangerous instruments,
- There is a credible or imminent threat of violence, or
- Law enforcement assistance is necessary to protect health, safety, or welfare of students, staff, or the public.

3. Timely Information Sharing

When coordination is required, the Cheltenham School District shall notify the Cheltenham Police Department, in a timely manner and provide relevant information necessary to assist in evaluating and responding to the threat. Information sharing shall comply with applicable federal and state laws governing confidentiality and student records, including the Family Educational Rights and Privacy Act (FERPA).

4. Joint Response and Intervention

If appropriate, representatives of the Cheltenham Police Department, may consult with the District's Threat Assessment Team regarding investigative steps, safety planning, diversion options, or other interventions designed to mitigate risk and prevent violence.

5. Emergency Situations

Nothing in this agreement shall delay or prevent immediate contact with emergency services when there is an imminent threat to life or safety.

6. Points of Contact

Each party shall designate appropriate personnel to serve as points of contact for threat assessment coordination. Communication between the Cheltenham School District's Threat Assessment Team the Cheltenham Police Department.

7. Periodic Review and Training

The parties agree to periodically review coordination procedures and, when feasible, participate in joint training, exercises, or planning activities to improve coordination related to threat assessment and school safety.

III. Law Enforcement Authority Response

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

1. For incidents in progress:
- **a.** Meet with contact person and locate scene of incident.
- **b.** Stabilize incident.
  - **i.** Lockdown/lockout may be utilized.
  - **ii.** Affect necessary arrest(s).
- **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.
  - **i.** Police will provide basic training in best practices for evidence handling
  - **ii.** Police will provide evidence storage materials
- **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 initially reported to the Law Enforcement Authority

If any incident described in section IIA is initially reported to the Law Enforcement Authority, the Law Enforcement Authority shall proceed directly with its investigation, shall immediately notify the School Entity of the incident, and shall proceed as outlined herein.

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.

B. Actors/Suspects Temporarily Detained

1. Students identified as actors/suspects in reported incidents may be temporarily detained at the discretion of a law enforcement officer for the purpose of an investigation.

2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being detained.

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 a parent, guardian or person in parental relation to such pupil concerning conduct and behavior over the pupils attending a school during the time they are in attendance, including the time required in going to and from their homes.

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 a conveyance as described in the Safe Schools Act providing transportation to or from school or a school sponsored activity.

B. Notification of Parent or Guardian

1. Parents or guardians of all victims and suspects directly involved in an incident listed under Section IIA shall be immediately notified of the involvement, and they shall be informed about any notification regarding the incident that has been, or may be, made to the Law Enforcement Authority.

2. The School Entity shall document attempts made to reach the parents or guardians of all victims and suspects directly involved in incident listed under Section IIA.

C. Scope of School Entity's Involvement

1. General Principles: The School Entity shall defer to the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to protect the interests of the School Entity. The Law Enforcement Authority will keep the chief school administrator, or their designee(s), informed of the status of pending investigations.

2. Victims

a. 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 its policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.

b. In the event a victim is interviewed by Law Enforcement Authority on school property, a counselor or similar designated personnel should be present during the interview.***

3. Witness

a. 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 its policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.

b. In the event a witness is interviewed by the Law Enforcement Authority on school property, a counselor or similar designated personnel should be present during the interview.

4. Suspects

a. Upon request of the Law Enforcement Authority, the School Entity may help 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.

b. When a parent or guardian is not present, school authorities shall not stand in loco parentis (in the place of the parent/guardian) during an interview.

c. If an interested adult cannot be contacted, the School Entity shall defer to the investigating Law Enforcement Authority, which will protect the student suspect's legal and constitutional rights as required by law.

5. Conflicts of Interest

a. The parties to this Memorandum recognize that if a School Entity employee, contractor, or agent 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. Neither the individual that is the subject of the investigation, nor any person acting as their 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 their 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

1. All school entities are required to submit an annual report, which will include violence statistics and reports, to the Department of Education's Office for Safe Schools. Before 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 notify the chief school administrator and the office in writing.

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: The School Entity shall work collaboratively with the Law Enforcement Authority to facilitate up-to-date and current reports. Any discrepancies will be addressed by a meeting between the two parties. Corrections will be made at that point in time in agreement from both parties.

V. Mandated Initiatives

A. Handle with Care

1. **The Police Authority will inform school officials when a student may have suffered trauma from an out of school incident.**
2. **Police will give the nature of the incident and the student's involvement.**
3. **The School Entity will provide necessary support to the student.**

B. Missing Juveniles

1. **Police will forward missing juvenile notification paperwork to the School Entity when Juvenile missing persons reports are made.**
2. **The School Entity will check for missing students daily until the juvenile is located.**
3. **The School Entity shall report to police if a juvenile is in class.**

C. Safe to Say

1. **The Law Enforcement Authority should be contacted as soon as a Safe to Say notification is received and this tip has the potential to require law enforcement assistance.**
2. **An initial threat assessment should be provided by the School Entity.**
3. **Investigative materials from the School Entity should be forwarded to the Law Enforcement Authority in a timely manner.**

D. School Safety Meetings

1. **Police, Fire, EMS, and EMA authorities should be invited to District-wide school safety meetings.**
2. **All entities will collaborate on safety plans and issues with the goal of protecting school students, staff, and facilities.**

E. Annual School Safety Drill

1. **On an annual basis, the School Entity will collaborate with emergency services on an emergency drill.**
2. **The goal of such a drill will be to identify strengths and weaknesses and to provide the best response to an emergency.**

VI. School Liaison Officer (SLO)

[We wish to discuss the School District's position on the idea of a School Liaison Officer.]

A. [SLO Position Defined]

1. **[Duties of the SLO officer]**

VII. General Provisions

A. This Memorandum does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any other signatory authorities or entities, or their respective officers, employees, agents or representatives.

B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties. It must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter. Describe what modifications have been made to this Memorandum of Understanding. If you have not made any modifications or amended it in any way, please enter "Not Applicable" in the space provided.

C. If changes in state or federal law require changes to the Memorandum, the parties shall amend this Memorandum.

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

VIII. 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 of Understanding shall be coordinated between the Law Enforcement Authorities and the School Entities.

2. The parties may release information as is allowable by law, after consultation between the Law Enforcement Authority and the School Entity, giving due deliberation to safety considerations, confidentiality limitations, investigative considerations and the need to limit disruption to school functions and protect the privacy of the students and staff involved.

SIGNATURE PAGE FOLLOWS

AND NOW, this 30 day of JUNE, 2025 the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

Dr. Brian W. Scriven 7/8/26		Cheltenham School District
Chief School Administrator	Date	School Entity
Dr. Benjamin Hammond 7/1/2026		Cheltenham High School
Building Principal	Date	School Building
Mr. Craig Metcalfe 6-30-26		Cedarbrook Middle School
Building Principal	Date	School Building
Dr. Elsie Russell 6/30/26		Glenside Elementary School
Building Principal	Date	School Building
Dr. Jim Taylor 6-30-26		Wyncote Elementary School
Building Principal	Date	School Building
Mrs. Shareese Nelson 6-30-26		Cheltenham Elementary School
Building Principal	Date	School Building
Mr. Jason Lytle 6/30/26		Myers Elementary School
Building Principal	Date	School Building
Chief John Slavin 7/27/26		Cheltenham Twp. Police Department
Chief Law Enforcement Authority	Date	Law Enforcement Authority