

**MEMORANDUM OF UNDERSTANDING:
FOR THE INVESTIGATION OF REPORTS OF ABUSE AND NEGLECT INVOLVING
CHILDREN AND VULNERABLE ADULTS**

AGREED UPON BY:

MONTGOMERY COUNTY PUBLIC SCHOOLS

AND

**MONTGOMERY COUNTY, MARYLAND
THROUGH ITS
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
DEPARTMENT OF POLICE**

AND

THE TREE HOUSE CHILD ASSESSMENT CENTER OF MONTGOMERY COUNTY

AND

MONTGOMERY COUNTY STATE'S ATTORNEY'S OFFICE

I. PRINCIPLES OF AGREEMENT

This Memorandum of Understanding is entered into by Montgomery County Public Schools (MCPS); Montgomery County, Maryland, through its Department of Health and Human Services (MCDHHS) and its Department of Police (MCPD), through its Special Victims Investigations Division; The Tree House Child Assessment Center of Montgomery County (Tree House); and the Montgomery County State's Attorney's Office (collectively the "Parties"). It is recognized that in order to ensure the safety of children and vulnerable adults, there must be effective communication and collaboration between all parties involved in the investigation of allegations of abuse and neglect. The Parties recognize the need to conduct investigations in a timely manner and to minimize disruption to the classroom and school community in MCPS.¹

II. AUTHORITY

Maryland Annotated Code, Human Services Article 1-202(a), (c)(1)(i), and (vii)
Maryland Annotated Code, Family Law Article 5-706(f), and 14-303
Code of Maryland Regulations 7.02.07.04, 07.02.07.19, and 07.02.16.05
Code of Maryland Regulations 13A.08.01.03

¹ A separate Memorandum of Understanding between MCPS, MCPD, the Montgomery County State's Attorney's Office, and other law enforcement agencies in the County addresses the School Resource Officer Program and Other Law Enforcement Responses to School-Based Incidents.

III. MULTI-DISCIPLINARY TEAM

- A. The Montgomery County Child Abuse and Neglect Multi-Disciplinary Team (MDT) includes representatives of the staff of Tree House and the following Montgomery County agencies: (i) the Montgomery County State's Attorney's Office; (ii) the MCPD Special Victims Investigations Division; and (iii) MCDHHS Child Welfare Services, also commonly known and identified in this MOU as Child Protective Services (CPS) or, in the case of vulnerable adults, the MCDHHS Aging and Disabilities Services Unit, commonly known and identified in this MOU as Adult Protective Services (APS).
- B. In cases of alleged abuse or neglect where the accused is a MCPS employee, contractor or volunteer, the MCPS System-wide Child Abuse Contact, or designee, may be invited to attend MDT meetings for the purpose of determining the appropriate course of action, as well as debriefing incidents to assess lessons learned and opportunities for continuous improvement.
- C. A MCPS School-Based Child Abuse Liaison or other MCPS school-based staff member may be invited to join a MDT meeting solely for the purpose of providing coordinated services to a student who is the subject of a report. The County agencies participating in the MDT shall inform the MCPS System-wide Child Abuse Contact in advance, if a MCPS school-based staff member is invited to join a MDT meeting.
- D. Information, records, and reports shared through the MDT shall be treated with strict confidentiality by all participants and safeguarded against unauthorized disclosure in accordance with Maryland law.

IV. REPORTING PROCEDURES FOR MCPS EMPLOYEES, CONTRACTORS, AND VOLUNTEERS:

- A. **Oral Reports.** Pursuant to Montgomery County Board of Education Policy JHC and MCPS Regulation JHC-RA, as well as all applicable laws, each MCPS employee, contractor, or volunteer is personally and directly responsible for making an immediate oral report of suspected abuse or neglect of a child or vulnerable adult.²
 - 1. **Notification of CPS/APS.**
 - a. Oral reports of child abuse or neglect must be made immediately to CPS, which maintains a 24-hour telephone service (240-777-4417).
 - b. Oral reports of abuse or neglect of vulnerable adults must be made APS (240-777-3000).

² The reporting procedures in this MOU apply to MCPS employees, contractors, and volunteers while they are on MCPS property and/or working for, or providing services to, MCPS and do not limit or alter any legal requirements.

- c. If an individual has any doubt about whether to report abuse or neglect, he/she should err on the side of reporting the allegation to CPS (or APS, for vulnerable adults).
 2. **Notification of MCPD.** To facilitate and streamline tracking of reports, the Parties agree that CPS (or APS, for vulnerable adults) shall be the primary reporting agencies for oral reports from MCPS employees, contractors, and volunteers. In addition, the MCPD Special Victims Investigations Division will also be consulted and/or immediately notified of suspected abuse or neglect, as set forth below:
 - a. Upon receipt of an oral report involving abuse or neglect, CPS (or APS, for vulnerable adults) will consult closely with the MCPD Special Victims Investigations Division.
 - b. In addition to ensuring that any MCPS employee, contractor, or volunteer under MCPS supervision reports personally and directly to CPS (or APS, for vulnerable adults), MCPS principals and supervisors shall immediately notify the MCPD Special Victims Investigations Division (240-773-5400), if they receive notification of suspected child sexual abuse or a sexual offense involving an adult victim..
 - c. In responding to other suspected abuse or neglect incidents, MCPS employees, contractors, or volunteers may seek assistance from the MCPD Special Victims Investigations Division and, in all emergency situations, they should call the Public Safety Communications Center (911) or 301-279-8000. Whether or not the MCPD is involved, however, MCPS employees, contractors, or volunteers must still fulfill their obligation to personally and directly make an immediate report to CPS (or APS, for vulnerable adults).
- B. **Written Report.** The MCPS employee, volunteer, or contractor making an oral report of abuse or neglect must submit a written report to CPS (or APS, for vulnerable adults) within 48 hours after the contact that disclosed the existence of possible abuse or neglect. The written report will be made even if CPS, APS, or the MCPD informs the reporter that it is declining to proceed with, or screening out, the investigation. Copies of the report shall be distributed by MCPS to: (a) the MCPS System-Wide Child Abuse Contact; (b) the MCPD Special Victims Investigations Division; and (c) the Montgomery County State's Attorney's Office. All written reports and copies shall be sent in a plain envelope, sealed, addressed, and marked confidential.

V. INVESTIGATIVE PROCEDURES

- A. MCPS will direct its employees, contractors, and volunteers that they shall not take any action that may prejudice a pending investigation of suspected abuse or neglect by CPS, APS, MCPD, or another external agency.
- B. Without prior consent from the investigating agencies, MCPS shall not inform the alleged offender that suspected abuse or neglect has been reported.

- C. During the course of an abuse or neglect investigation, CPS, APS, or the MCPD may interview a student on MCPS property during school hours. Pursuant to Code of Maryland Regulations (COMAR) 13A.08.01.13, the principal shall determine whether a school official should be present during the questioning. In making this determination, the principal shall consult with representatives from CPS, APS, or the MCPD. The school official should be selected, with input from the student who is being interviewed, on a case-by-case basis for the purpose of providing support and comfort to the student. The interview does not require consent of the student's parents.
- D. A student may not be removed from the school grounds for an interview or medical attention without parental consent unless: (a) MCDHHS has guardianship or an authorization for shelter care to remove the student; or (b) the student requires emergency medical treatment.
 - 1. When a student is removed, interviews of alleged child victims shall be conducted by the Tree House forensic interviewer, when possible.
 - 2. When a student is removed, the principal shall ensure that prompt notification of the removal is given to parents/guardians. By mutual agreement of the parties, such notification may be delegated, on a case by case basis, to CPS (or APS, for vulnerable adults) or the MCPD Special Victims Investigations Division.

VI. ADDITIONAL PROCEDURES FOR HANDLING ALLEGATIONS OF ABUSE OR NEGLECT ON MCPS PROPERTY³ AND/OR INVOLVING MCPS EMPLOYEES, CONTRACTORS, OR VOLUNTEERS

A. Responsibilities of MCPS:

- 1. The MCPS System-wide Child Abuse Contact, or designee, will ensure that communication with CPS, the MCPD, and the other Parties to this MOU is established as appropriate and serve as a point of contact for those agencies.
- 2. After a MCPS employee, contractor, or volunteer makes an oral report to CPS (or APS, for vulnerable adults) regarding alleged abuse or neglect on MCPS property and/or by a MCPS employee, contractor or volunteer, MCPS and the other Parties to this MOU will take steps to ensure that the alleged offender does not present an immediate danger to the safety of the alleged victim and other students.
- 3. While any investigation by CPS, APS, the MCPD, or another external agency is pending or ongoing, MCPS is responsible for placing an alleged offender on administrative leave or otherwise restricting access to students, with consultation from County MDT participating agencies to the extent permitted by law.

³ For purposes of this MOU, MCPS property means any school or other facility, including grounds owned or operated by MCPS, buses and other MCPS vehicles, and the facility and grounds of any MCPS-sponsored activity involving students, including field trips.

4. While any investigation by CPS, APS, the MCPD, or another external agency is pending or ongoing, MCPS may not interview witnesses, alleged victims, or alleged perpetrators without prior agreement from, and subject to any limitations recommended by, the investigating agencies. In addition, MCPS must conduct all internal investigations in a manner that is fully cooperative with the external agencies that are investigating and that does not interfere with or jeopardize the external investigation.
5. To the extent permitted by law, MCPS's internal investigation of abuse or neglect should make use of police reports, statements, and other information obtained by MDT agencies, in accordance with Annotated Code of Maryland, Human Services Article, Section 1-202, to avoid repetitive questioning of alleged victims and witnesses. If MCPS needs additional information, it shall send a written request to CPS or the MCPD Special Victims Investigations Division. To safeguard against unauthorized disclosure, all reports obtained by MCPS from CPS shall be marked as follows: "This document remains subject to the confidentiality provisions and penalties of the Human Services Article § 1-202 of the Annotated Code of Maryland."

B. Responsibilities of Child Protective Services (CPS):

1. CPS shall assign one assessment team to handle all investigations of incidents of suspected abuse or neglect by a MCPS employee or contractor.
2. If CPS intends to screen out and not continue an investigation of a report that involves suspected child abuse by a MCPS employee or contractor, it will do so as promptly as possible, sensitive to the timing of the MCPS school day. The CPS Supervisor will make best efforts to follow up with the Associate Superintendent of Human Resources and Development (OHRD), or designee, prior to the end of the MCPS school day.
3. Upon initiating an investigation of a report that involves suspected child abuse or neglect by a MCPS employee or contractor, CPS shall follow up as set forth below to the extent permitted by law:
 - a. The CPS Supervisor shall contact the Associate Superintendent of OHRD, or designee, to verify that the named child is a MCPS student; to verify that the alleged abuser is a MCPS employee or contractor; to obtain address/phone information, if not contained in the report; and to share the nature of the allegations.
 - b. If the referral did not initiate from MCPS, the CPS Supervisor shall send the Associate Superintendent of OHRD, or designee, a written summary of any report. The reporting source will be redacted and the summary report will be stamped confidential and placed in an envelope marked confidential.

- c. Immediately upon assigning the case to a CPS social worker for investigation, the CPS Supervisor shall contact the Associate Superintendent of OHRD, or designee, to give the name of that social worker and inform MCPS whether the case will be referred to the MCPD Special Victims Investigations Division for a joint investigation. If the case is being referred to Special Victims Investigations Division, the CPS Supervisor shall also include the name of the investigating officer and case number if known.
 - d. Within 24 hours of interviewing the child and alleged abuser, the CPS social worker or supervisor shall contact the Associate Superintendent of OHRD, or designee, to share information regarding the validity of the allegations, identification of other victims, and behavior of the alleged abuser that would enable the MCPS Superintendent of Schools to determine whether additional personnel action should be taken.
 - e. Within 24 hours of the completion of an investigation, the CPS social worker or supervisor shall send a summary of the child's statement, the alleged abuser's statement, the finding and an explanation of the finding to the Associate Superintendent of OHRD, or designee.
 - f. CPS shall advise the Associate Superintendent of OHRD, or designee, if it is unable to make a disposition within 30 days of the report. The law requires that CPS complete its investigation in no more than 60 days from the report.
4. To the extent permitted by law and in furtherance of the best interests of children and vulnerable adults, CPS will provide pertinent information to MCPS regarding alleged abuse or neglect that: (a) involves MCPS volunteers as alleged offenders; and/or (b) occurred on MCPS property but does not involve MCPS employees, contractors, or volunteers as alleged offenders.
- C. Responsibilities of Adult Protective Services (APS). APS will conduct investigations of cases of abuse and neglect of vulnerable adults consistent with the steps set forth for CPS above and applicable law.
- D. Responsibilities of the MCPD Special Victims Investigations Division:
- 1. In accordance with MCPD policies and procedures, the MCPD Special Victims Investigations Division will conduct a joint investigation with CPS of alleged abuse or neglect of children (or APS, for vulnerable adults) that occurred on MCPS property or involves a MCPS employee, contractor, or volunteer. Immediately upon assigning a case involving suspected abuse or neglect by a MCPS employee or contractor, the MCPD Special Victims Investigations Division shall contact the Associate Superintendent of OHRD, or designee, to provide the name of the Special Victims Investigations Division contact for the investigation.

2. Within 24 hours of interviewing the child and alleged abuser in response to a report involving suspected abuse or neglect by a MCPS employee or contractor, the MCPD Special Victims Investigations Division contact, or designee, shall contact the Associate Superintendent of OHRD, or designee, to share information as permitted by law and to the extent that disclosure will not compromise the existing investigation or any resulting investigation(s) regarding the validity of the allegations, identification of other victims, and behavior of the alleged abuser which would enable the MCPS Superintendent of Schools to determine whether additional personnel action should be taken.
3. Within 24 hours of the conclusion of an investigation involving suspected abuse or neglect by a MCPS employee or contractor, the MCPD Special Victims Investigations Division contact, or designee, shall provide information as permitted by law regarding the status of the criminal investigation to the Associate Superintendent of OHRD, or designee, to the extent that disclosure will not compromise the existing investigation or any resulting investigation(s). In addition the Special Victims Investigations Division contact, or designee, shall provide updates during the course of the investigation.
4. To the extent permitted by law and in furtherance of the best interests of children and vulnerable adults, MCPD will provide pertinent information to MCPS regarding alleged abuse or neglect that: (a) involves MCPS volunteers as alleged offenders; and/or (b) occurred on MCPS property but does not involve MCPS employees, contractors, or volunteers as alleged offenders.

VII. NOTIFICATION OF PARENTS/GUARDIANS OF STUDENT VICTIMS

- A. Principals will collaborate with the MCPS System-wide Child Abuse Contact, or designee, and CPS (or APS, for vulnerable adults), and/or the MCPD Special Victims Investigations Division, to determine who will notify parents/guardians of students involved in an alleged abuse or neglect situation reported by MCPS and when that notification will occur.
- B. MCPS will not be responsible for notifying parents/guardians of students involved in an alleged abuse or neglect situation in: (a) cases where the alleged offender is not a MCPS employee, contractor, or volunteer, and the alleged abuse or neglect did not occur on MCPS property; or (b) cases where—in the judgment of the principal and CPS (or APS, for vulnerable adults), and/or the Special Victims Investigations Division of the MCPD—notification of parents/guardians could create a threat to the well-being of the student (such as when a parent/guardian or family or household member is suspected of committing abuse or neglect) or impede a pending investigation. In cases where notification is not MCPS's responsibility, CPS (or APS, for vulnerable adults), and/or the MCPD Special Victims Investigations Division will be responsible for notification of the parents/guardians.

VIII. NOTIFICATION OF OTHERS IN THE SCHOOL COMMUNITY

- A. MCPS and County MDT agencies will collaborate to determine whether others in the school community should be notified and develop a plan, including a timeline, for doing so.
1. While any investigation is pending and prior to an arrest or the filing of any charges, notification of others in the school community will not occur unless MCPS, in collaboration with County MDT agencies, has determined that such notification would: (a) be in the best interests of the alleged victim; (b) not interfere with an ongoing investigation; and (c) not require an unauthorized disclosure of records or reports concerning abuse or neglect that is prohibited under Maryland law.
 2. The MCPD agrees to inform MCPS in advance, when possible, of an impending arrest or the filing of criminal charges involving an alleged abuse or neglect incident that occurred on MCPS property or where the alleged offender was a MCPS employee, contractor, or volunteer. When possible, MCPD will make arrests away from school premises and during non-school hours.
 3. When MCPS learns that an arrest has been made or criminal charges have been filed for an alleged abuse and neglect incident that occurred on MCPS property, MCPS will collaborate with the County MDT agencies to make appropriate notification to the community.
 4. All Parties to this MOU will strive to implement any community notification in a manner that: (a) safeguards the privacy and confidentiality of students and families affected by the allegations of abuse and neglect and avoids unauthorized disclosure of records or reports concerning abuse or neglect; (b) assures the community that the Parties are properly handling the allegations in a manner to ensure the safety of all students in the school community; and (c) is consistent with due process for the alleged offender and the Maryland Public Information Act.
 5. The County MDT agencies that are Parties to this MOU have agreed to support MCPS staff in responding, as appropriate, to questions from members of the community regarding their investigations of suspected abuse or neglect.

IX. PROFESSIONAL DEVELOPMENT

- A. The County MDT agencies that are Parties to this MOU will support MCPS in developing and providing appropriate professional development to support MCPS employees in recognizing, reporting, and preventing abuse and neglect of children and vulnerable adults.
- B. MCPS will support the County MDT agencies in providing appropriate professional development regarding relevant MCPS policies and protocols to the staff of the County MDT agencies who handle school-related allegations of abuse and neglect.


X. DATA AND REPORTING

- A. To the extent permitted by law, CPS (or APS, for vulnerable adults) will provide summary data to the other Parties, on an annual basis, regarding: (1) all reports involving suspected abuse or neglect by MCPS employees, contractors, or volunteers of students; and (2) the final disposition of those reports by action taken (e.g., screened out, ruled out, indicated, unsubstantiated, etc.).
- B. To the extent permitted by law, the MCPD Special Victims Investigations Division will provide summary data to the other Parties, on an annual basis, regarding: (1) investigations involving suspected abuse and neglect by MCPS employees, contractors, or volunteers of students; and (2) the outcomes of the investigations by action taken (e.g., whether criminal charges were filed or not).
- C. To the extent permitted by law, the State's Attorney's Office will provide summary data to the other Parties, on an annual basis, regarding: (1) all prosecutions involving suspected abuse or neglect by MCPS employees, contractors, or volunteers of students; and (2) the outcomes of those prosecutions by action taken (e.g., conviction, guilty plea, acquittal, etc.).

XI. DURATION

This Memorandum of Understanding is entered into August ___ 2015, upon signature of the representatives of the Parties indicated below and continues in effect until terminated by any of the Parties or by replacement with an updated Memorandum of Understanding between the Parties. The terms and conditions of the Memorandum of Understanding shall be amended only in writing executed by all the Parties.


Signatures Follow on the Next Page


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

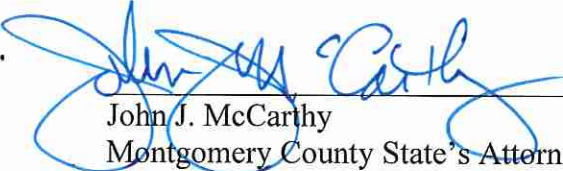
August 10, 2015
Date


Larry A. Bowers
Interim Superintendent of Schools
Montgomery County Public Schools

August 5, 2015
Date


Uma S. Ahluwalia
Director, Montgomery County
Department of Health and Human Services

8/6/15
Date

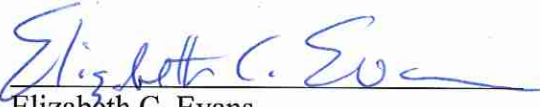

John J. McCarthy
Montgomery County State's Attorney

August 5, 2015
Date



Thomas Grazio
Director, Tree House Child Assessment
Center of Montgomery County

8/5/15
Date

Approved as to Form and Legality by:


Elizabeth C. Evans
Chief, Health and Human Services Division
Montgomery County Attorney's Office

August 5, 2015
Date


Joshua I. Civin
General Counsel
Montgomery County Public Schools

August 5, 2015
Date