

# PITTSFIELD SCHOOL DISTRICT

## MEMORANDUM OF UNDERSTANDING (MOU)

Between Pittsfield School District (SAU #51)

and Pittsfield Police Department, Pittsfield, New Hampshire

Regarding Student Attendance, Truancy, and Enforcement

### I. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between Pittsfield School District (SAU #51) and the Pittsfield Police Department, Pittsfield, New Hampshire, in coordination with Juvenile Probation and Parole (JPPO), as applicable.

### II. PURPOSE

This MOU establishes a clear, consistent, and legally compliant framework for monitoring student attendance, implementing interventions, and enforcing compulsory attendance laws under RSA 193:1–7. It defines roles, responsibilities, timelines, and coordination protocols between the District and law enforcement.

### III. GUIDING PRINCIPLES

- Attendance is a legal requirement and shared responsibility.
- All absences trigger school-based intervention.
- Truancy enforcement is based solely on unexcused absences.
- Police involvement occurs only at defined escalation points.
- The goal is student access to education; enforcement is a last step.

### IV. DEFINITIONS

**All Absences:** Excused and unexcused absences count toward intervention thresholds.

**Chronic Absenteeism:** 10% or more of enrolled school days missed (educational concern).

**Truancy:** 10 half-days of unexcused absence (legal threshold).

**Half-Day:** More than 2 hours of instructional time missed.

## **V. ATTENDANCE INTERVENTION FRAMEWORK**

Tier 1 – 5 Total Absences: Notification and monitoring.

Tier 2 – 10 Total Absences: Administrative review and documentation.

Tier 3 – 15 Total Absences: Mandatory meeting and intervention plan.

- Failure to attend: Police notified for welfare/truancy support.

Tier 4 – Chronic Absenteeism: Intensified supports and monitoring.

Tier 5 – Truancy: Legal threshold reached; police home visit requested.

Tier 6 – Enforcement: Continued noncompliance; DCYF referral or court action.

## **VI. ROLES AND RESPONSIBILITIES**

### **District Responsibilities:**

- **Principal:** Attendance officer, determines excused/unexcused, leads interventions, initiates enforcement.
- **Front Office:** Tracks attendance, sends notifications, maintains records.
- **Nurse:** Documents health-related information only.

### **Police Department Responsibilities:**

- Tier 3: Conduct welfare/truancy support checks.
- Tier 5: Conduct home visits for truancy enforcement.
- Tier 6: Support enforcement actions and legal referrals.
- Document and communicate outcomes to the District.

### **JPPO Responsibilities (as applicable):**

- Monitor compliance with court orders.
- Coordinate with District and Police.

## **VII. DOCUMENTATION**

The District will maintain attendance records, communication logs, intervention plans, meeting notes, and documentation of police involvement to ensure compliance and legal defensibility.

## **VIII. CONFIDENTIALITY AND INFORMATION SHARING**

Information sharing will comply with FERPA and applicable privacy laws. Only information necessary to address attendance enforcement will be shared between parties.

## **IX. NON-NEGOTIABLE EXPECTATIONS**

- All thresholds must be implemented consistently.
- Parent non-response does not delay escalation.
- The District may advance interventions based on severity.
- Police involvement occurs at defined stages.
- The District must communicate with and inform the Police Department so they can respond when students hit Tier 3.

## **X. POLICE AUTHORITY LIMITATION**

The Police Department's role under this MOU is limited to enforcement of compulsory attendance laws under RSA 193:1–7. This agreement does not authorize law enforcement to assume responsibility for school discipline or internal administrative matters.

## **XI. LIABILITY**

Each party shall be responsible for the acts and omissions of its own employees and agents. Nothing in this MOU shall be construed to create joint liability between the parties.

## **XII. DISPUTE RESOLUTION**

The parties agree to make reasonable efforts to resolve any disputes arising under this MOU through direct communication between the Superintendent and Chief of Police prior to pursuing formal remedies.

## **XIII. TERM AND TERMINATION**

This MOU becomes effective upon signature and will be reviewed annually or as needed. Either party may terminate this MOU with thirty (30) days written notice.

## **XIV. LEGAL AUTHORITY**

This MOU is grounded in RSA 193:1–7, RSA 193:8, and District Policy JH.

**XV. IMPLEMENTATION**

The District and Police Department will collaborate to ensure staff are informed of this protocol and understand their respective roles and responsibilities.

**XVI. SIGNATURES**

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Pittsfield School District, Superintendent

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Pittsfield Police Department, Representative

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JPPO Representative