

**Memorandum of Understanding**  
**between**  
**The City of Richmond Police Department**  
**and**  
**The City of Richmond Public Schools**  
**(2019)**

**Preamble**

The Richmond Police Department and Richmond Public Schools hereby enter into this School-Law Enforcement Partnership (SLEP) to foster relations of mutual respect and understanding in order to build a positive and safe school environment. The parties agree the vast majority of student misconduct can be addressed through classroom and in-school strategies.

All responses to school misconduct should be reasonable, consistent, and fair, with appropriate consideration of mitigating factors and of the nature and severity of the incident.

**Purpose**

The partnership is intended to facilitate effective, timely communication and coordination of efforts for both parties – RPD and RPS. The purpose of this Memorandum of Understanding (MOU) is to establish a mutually beneficial framework that both schools and law enforcement can work within to achieve shared goals.

**Goals**

The primary goals of the SLEP are 1) to promote positive and supportive school climates and 2) to create and maintain safe and secure school environments.

To promote positive and supportive school climates, the partnership will collaborate to increase law-related education, expand school safety and crime prevention efforts, reduce conflict, and support effective interventions for students.

To create and maintain safe and secure school environments, the partnership will collaborate to reduce and prevent crime, violence, victimization, and fear in and

around the school community, and minimize student involvement with juvenile and criminal justice systems.

## **Roles and Responsibilities of Partner Organizations**

### **Richmond Police Department Responsibilities**

#### **RPD agrees to the following:**

1. The Richmond Police Department (RPD) will designate a direct point of contact between RPD and RPS. The point of contact will address any operational and administrative issues and will serve as a consultant for safety and security matters.
2. Selection, assignment, scheduling, training, supervision, and evaluation of school resource officers (SROs) will be the responsibility of RPD. However, each of these actions will take into account the input of school personnel and identified needs and conditions of schools. The SRO shall remain at all times under the control, through the chain of command, of RPD.
3. In developing and implementing law enforcement policies and practices that may affect schools, RPD will take into considerations the views of RPS and the school community.
4. RPD will ensure that all SRO officers receive SRO basic training. SRO officers new to the position will receive the forty (40) hour SRO training offered by the Virginia Department of Criminal Justice Services (DCJS) at the first available training offered after receiving the position. Veteran SRO officers will receive the forty (40) hour SRO training offered by DCJS every five (5) years. If an SRO officer leaves his or her position, the officer that takes the position must take the forty (40) hours SRO training offered by DCJS on the next available training date after taking the position.
5. All SRO officers, regardless of years of service as a SRO, will receive trauma informed care training and students with disabilities training every two (2) years. The SROs will participate in trauma informed care training and students with disabilities training with RPS' Office of Safety and Security and/or Office of Culture, Climate, and Student Services or the equivalent thereof.

6. The RPD Cadet program, which is a class offered by RPS' Richmond Technical Center (RTC) in cooperation with RPD, will continue through the 2018-2019 and the 2019-2020 school years and/or as stated in a separate agreement between the parties.
7. The RVA Alternative Pathways program, sponsored by RPD and supported by RPS, will continue through the 2018-2019 and the 2019-2020 school years and/or as stated in a separate agreement between the parties.

### **Richmond Public Schools Responsibilities**

#### **RPS agrees to the following:**

1. Richmond Public Schools (RPS) will designate a primary division-level point of contact to implement the partnership and to maintain ongoing communication with RPD officials.
2. It is the responsibility of school administrators to facilitate and maintain effective communication between the SRO and school staff. Each school with an assigned SRO will provide work area(s) for the SRO that allow access to technologies, private interviewing of several persons, storage space and laptop.
3. Starting at the beginning of the 2019-2020 school year, each school with an assigned SRO shall provide students and use of a classroom once a month for SROs to teach a module out of the Office of the Attorney General Virginia Rules Handbook.
4. Starting at the beginning of the 2019-2020 school year, RPS will provide SROs with a platform for morning announcements once a month. The content will be approved by RPD and RPS designee prior to the start of each school year.
5. The school principal, assistant principal(s), and/or school based school security officer(s) must attempt to de-escalate school based situations involving students whenever possible prior to calling the SRO. **SROs are not to be involved in routine disciplinary actions that are not violations of the law.** RPS policies, administrative guidance, training and ongoing oversight will clearly communicate that school administrators and teachers are responsible for school discipline. RPS is responsible for communicating the goals and role of the SRO to all school administration, staff, and students;

6. The decision to involve the SRO in any school based incident must be made by the principal or assistant principal(s). However, nothing in this paragraph prevents the SRO from responding to a school based incident in which he or she is not called upon to respond if, based on his or her training and/or experience, he or she feels that his or her assistance is needed in the situation.
7. If an SRO responds to a school based incident, principals and/or assistant principals shall notify SROs responding to a school based infraction involving students of any special treatment or accommodations required by the student(s)' IEP or Section 504 plan at the time of the response.
8. RPS school administrators will provide access to the most recent copy of the school's yearbook to the supervisor in charge of the SRO program.
9. RPS will supply a copy of any updated Student Code of Responsible Ethics (SCORE) documents to the supervisor in charge of the SRO program and to each SRO to ensure understanding and compliance by the SRO personnel.
10. Pursuant to Section 22.1-279.3:1 of the Code of Virginia, certain types of criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the Police Department. In an emergency situation, the school shall call 911 and also notify the SRO. In a non-emergency situation, the school should notify the SRO or call the non-emergency Police Department number if the SRO is unavailable. Information that is not of an emergency or urgent nature may be held for action by the SRO upon his or her return.

### **SRO Roles and Responsibilities**

1. SROs will be considered active members of their assigned schools. The SRO facilitates the effective delivery of law enforcement services and assists with matters related to safety, security, and the exchange of information. SROs should be responsible for the preservation of life and property, enforcement of all laws of the Commonwealth of Virginia and city ordinances, as well as also being responsible for the prevention of crime in the assigned school.
2. SROs' duty schedules should be organized to provide coverage throughout the school day, which may vary by school. SROs provide a visible deterrent

to crime and shall be visible patrolling the exterior and interior grounds. The SRO should wear RPD issued departmental uniform and operate a marked police vehicle while on duty unless otherwise authorized by the SRO's supervisor for a specific purpose.

3. SROs should report to school at their assigned times and remain at their assignment for the duration of their tour of duty, unless other duties such as court appearances, arrest procedures, training, deployment, etc., require them to be away from the building. SROs will keep the school's principal (or in his or her absence, the school's assistant principal(s)) reasonably informed about their schedule, location and activities including, but not limited to, their whereabouts on a daily basis. If officers must leave their assigned school, the school principal or his/her designee must be notified.
4. SROs will work with administrators in problem-solving to prevent crime and promote safety in the school environment. SROs are expected to collaborate with school administrators and other school personnel to support positive climates that focus on resolving conflicts, reducing student engagement with juvenile and criminal justice systems, and diverting youth from courts when possible.
5. If an SRO, acting in his or her official capacity on school grounds, at a school sponsored activity or event, issues a summons, ticket, or other notice requiring the appearance of a student in court or at a police station for an investigation relating to an offense allegedly committed on school grounds or at a school sponsored activity or event, the SRO must notify the principal of the school in writing of the issuance of the summons, ticket, or other notice within a reasonable time frame of the issuance of the summons, ticket, or other notice.
6. The SRO will take custody and ensure proper disposal of any illegal and/or controlled substances recovered by the school that is not needed for criminal prosecution.
7. No later than the start of 2019-2020 school year, if approved by the administration of both entities, the parties will incorporate the Virginia Rules Program in the curriculum as agreed upon by the parties. The details of the commencement and implementation of this program will be set out in a separate agreement between the parties.

## **Operational Procedures**

### **Differentiating Disciplinary Misconduct from Criminal Offenses**

School administrators and teachers are responsible for school discipline. Although SROs are expected to be familiar with RPS Student Code of Responsible Ethics (SCORE), SROs should not be involved with the enforcement of school rules, or disciplinary infractions that are not in violations of the law.

### **Information Sharing and SRO Access**

1. The release of student records is governed by the Family Educational Rights and Privacy Act (FERPA) 20 U. S. C. 123g. "School officials" may access and disclose student records only as authorized by FERPA. Student directory information is not considered a student record. For the purpose of access to student records, SROs are considered "school officials" and may be provided student information as needed to carry out their duties related to the school environment. RPD agrees not to reveal or share with any third party any information protected by FERPA or Va. Code §22.1-287, except for the limited purpose of filing criminal charges against a person suspected of being involved in criminal activity in the school building, on school property, or at a school event and/or prosecuting the charges that were filed as stated above.
  - a. Student records are defined as any record (in handwriting, print, computer media, video or audio tape, film, microfilm, microfiche or other medium) maintained by Richmond Public Schools or an agent of the school division which contains information directly related to a student;
  - b. Student directory information is defined as the name of the student in attendance or no longer in attendance; the student's participation in officially recognized activities and sports; the height and weight of the student, if he or she is a member of an athletic team; and any awards, honors, or degrees the student receives. Appearance in a school yearbook and/or programs for school events such as a graduation, other school ceremonies, and /or a school production would also be considered directory information.

2. For the purposes of FERPA and Va. Code §22.1-287, RPS and RPD agree the SROs will be considered school administrators at each of their respective schools for the purpose of the following **only**:
  - a. Receiving personally identifiable information about a student suspected of being involved in criminal activity in the school building, on school property, or at a school event;
  - b. Viewing video recording or listening to audio recordings that would be considered part of student's school record to investigate a student suspected of being involved in criminal activity in the school building, on school property, or at a school event;
  - c. Arresting a student suspected of being involved in criminal activity in the school building, on school property, or at a school event and/or in the community;
3. For the purposes of FERPA and Va. Code §22.1-287, in addition to the SROs, the following RPD officers will be considered school administrators: (1) two (2) SRO Sergeants; (2) two (2) Youth and Family Crime Sergeants; (3) eight (8) Youth and Family Detectives; and (4) two (2) officers and/or detectives from the Intervention and Prevention Unit (IPU). Those listed in this paragraph will be considered school administrators for the purposes of the following **only**:
  - a. Receiving personally identifiable information about a student suspected of being involved in criminal activity in the school building, on school property, or at a school event;
  - b. Viewing video recording or listening to audio recordings that would be considered part of student's school record to investigate a student suspected of being involved in criminal activity in the school building, on school property, or at a school event;
  - c. Arresting a student suspected of being involved in criminal activity in the school building, on school property, or at a school event and/or in the community;
4. In accordance with Attorney General's Opinion 12-096, 2013, the RPS Superintendent or his or her designee will determine when there is an emergency in which the school division can share information with RPD outside of those persons designated above. The Director of Culture,

Climate and Student Services and the Director of School Safety and Security are the Superintendent's designees for the any decisions required under this paragraph.

5. To the extent possible to do so, RPS agrees that it will preserve any video and audio recordings of any suspected criminal activity that takes place in a school building, on school property, or at a school event that is under investigation by RPD once RPD informs RPS that the suspected criminal activity is under investigation.
6. In order to ensure the admissibility in court of recordings and statements if criminal charges are filed for suspected criminal activity that takes place in a school building, on school property, or at a school event, RPD will obtain a subpoena or other court order to receive a copy of any written reports, and/or video or audio recording viewed by the school's SRO or a RPD representative as stated above.
7. Pursuant to Virginia Code § 52-31.1, and in accordance with RPD's Virginia Criminal Information Network (VCIN) agreement with Virginia State Police, RPD is required to make notification of missing children to the principal of the child's school, within 24 hours of learning of the child's disappearance. The parties agree that such notification will be made to the director of the Office of Culture, Climate, and Student Services, or the equivalent office thereof, at RPS, who will forward the information to the relevant principal. Such notifications may be made via email.
8. Pursuant to Virginia Code § 22.1-3.1, RPS is required to report students who register without a birth certificate to law enforcement. The parties agree that such notification will be made to the Captain of Community, Youth, and Intervention Services. Such notifications may be made via email.

#### **Consent access.**

An SRO or other law enforcement officer may have access to student's education records with written consent of the student's parent(s) or of the student if the student is age 18 or older.

#### **Investigation and Questioning**

1. SROs have the authority to question students who may have information about criminal activity. As sworn law enforcement officers, SROs have



authority to stop, question, interview, and take law enforcement action without prior authorization of the school administrator or contacting parents.

2. The parties agree that, to the extent possible, questioning for non-school related crimes by RPD personnel other than those who are designated as “school officials” under this agreement will not take place during school hours so that students do not miss instructional time. However, investigations and questioning of students for offenses not related to the operation of or occurring at the school may take place at school when delay might result in danger to any person, destruction of evidence, or flight from jurisdiction by the person suspected of a crime.
3. If questioning for any crime, whether or not school related, by RPD personnel other than those who are designated as “school officials” under this agreement, must take place during school hours, the RPD officers that want to conduct questioning must provide the Director of RPS’ Safety and Security Office and the school’s principal no less than two (2) hours notice prior to arrival, unless other exigent circumstances exist. RPS reserves the right to deny entry for reasons, including, but not limited to standardized testing. It is agreed that notice will not be given to the student by the school so as not to interfere with the police’s investigation. The interviewing of students – whether suspects, victims, or witnesses – should be conducted privately in an office setting. SROs will take steps to ensure minimal intrusion into the educational experience, of students being questioned in the school setting.
4. SROs are responsible to lead the investigation and questioning of students related to suspected violations of criminal law. SROs shall not be included in questioning students about code of conduct violations that do not involve any criminal activity or risk of harm to self or others. School administrators are responsible for the questioning of students about violations of code of conduct.

## **Searches**

All searches shall be conducted in accordance with federal and state laws, and applicable RPD and RPS policies and guidelines, including the principles embodied in this memorandum of understanding.

1. **School Administrator Searches:** School officials may conduct searches of students’ property and persons under their jurisdiction when reasonable

suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. SROs shall not be considered a school official for the purposes of searches or seizures.

2. SRO personnel should not become involved in administrative (school related) searches unless the requisite probable cause for the search exists and/or when specifically requested by the school to provide security, protection or to handle contraband. These administrative searches must be at the direction and under the control of the school official.
3. At no time should SRO personnel request that an administrative search be conducted for law enforcement purposes or have the administrator act as their agent.
4. **SRO Searches:** Any searches conducted by SRO personnel should be based upon probable cause. Investigative stops will remain an option when there is reasonable suspicion that a criminal offense has been or may be committed and frisks will remain an option when the SRO reasonably believes the suspect may be armed and dangerous.
5. SROs should not provide any official documentation or juvenile record to schools or expulsion hearing officers which is prohibited by law.
6. Nothing in this section prohibits RPS from requesting RPD to conduct a search of staff or students based on information received by RPS.

### **Physical Restraint by School Personnel**

Physical restraint is a personal restriction that immobilizes or reduces the ability of a student to move his or her torso, arms, legs, or head freely. The term physical restraint does not include a physical escort. Physical escorts mean a temporary touching or holding of the hand, wrist, arm shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location.

Physical restraint by school personnel is used according with Virginia Board of Education policies and guidelines on seclusion and restraint and related local

School Board policies. Every effort should be made by school personnel to prevent the need for the use of restraint. Physical restraint should not be used except by school personnel trained in the use of physical restraint required by the school division.

School staff will act to deescalate situations that are, or have the potential to cause disruptions to the school environment and are violations of SCORE. If physical intervention is necessary, the action shall be reported promptly to the school administrator and the rationale for the action must be fully documented. Parents are to be notified via a form issued by the RPS Department of Safety and Security if a student is restrained by a SSO or SRO.

### **Physical Intervention by School Resource Officers**

A SRO should not be involved in the physical restraint of a student unless there is imminent danger of serious physical harm to self or others. As sworn law enforcement officers, SROs may intervene to deescalate situations.

Physical intervention by SROs is undertaken in accordance with policies and operational procedures of the Richmond Police Department. If an SRO is involved in the use of restraint or physical intervention, the action must be reported to the school principal and the SRO's supervisor and the rationale must be fully documented. SROs must operate by RPD Use of Force policies and state law regarding physical intervention or restraint.

### **Review of MOU**

This MOU will be in effect through June 30, 2023. However, this MOU should be reviewed annually and amended as necessary to meet the needs and enhance the partnership of the two signatory organizations. Any amendments must be done in writing and this MOU remains in force until such time as either party, with 45 days' notice, withdraws from the agreement by delivering a written notification of such rescission to the other party. The written notice to terminate must be on the letterhead of the entity requesting termination of the agreement and the person signing the letter must have the authority to terminate the agreement on behalf of the entity.

## MUTUAL RESPONSIBILITIES AND AGREEMENTS OF RPS AND RPD

1. The arrest of a student or employee of the school with a warrant or petition should be coordinated through the Director of Safety and Security and accomplished after school hours, whenever practical.
2. Arrest of students or staff during school hours or on school grounds shall be reported to the principal as soon as practical by the Director of Safety and Security. Notice should be given to the principal prior to the arrest being made during school hours, whenever possible. The SRO and the principal shall establish a procedure that will be used, whenever possible, for arrests that must take place during school hours.
3. Each party to this MOU agrees to be responsible for its own liability incurred as a result of its participation in the activities outlined in this MOU. Nothing in this paragraph or MOU constitutes a waiver of the sovereign immunity of the City of Richmond Virginia or the School Board of the City of Richmond/Richmond Public Schools.
4. Neither RPS nor the School Board of the City of Richmond will be responsible for any and all actions, negligent or intentional, of the assigned SROs, or any other police officer responding to school based incidents on school premises, or at a school sponsored event or activity, in the discharge of their duties as SROs nor for any damages that result from their actions.
5. Neither RPD nor the City of Richmond will be responsible for any and all actions, negligent or intentional, of the administrators or school staff or any other RPS employee responding to a school based incident on school premises, or at a school sponsored event or activity, in the discharge of their duties as school employees nor for any damages that result from their actions at a SRO's assigned school.
6. Entire Understanding. This MOU contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a writing executed by the duly authorized officials of both the RPD and RPS.
7. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, this MOU shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

8. Captions. The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this MOU.
9. No Waiver. Any failure of a party to enforce that party's rights under any provision of this MOU shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
10. Governing Law. This MOU shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.
11. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. The parties are bound under the terms of this MOU only to the extent funds are available to perform its obligations hereunder.
12. Neither party shall assign or otherwise transfer this MOU without the prior written consent of the other party.
13. No Third Party Beneficiaries. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU and all rights of action relating to such enforcement, shall be strictly reserved to the parties to the MOU. Nothing contained in this MOU shall give or allow any such right or claim of action by any third person or entity. Any third party receiving services under this MOU shall be deemed to be incidental beneficiaries only.

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<b>Signature Chief Richmond Police Department</b>	<b>Date</b>

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<b>Signature Superintendent Richmond Public Schools</b>	<b>Date</b>

Approved as to form for Counsel for the School Board of the City of Richmond

Harrell & Chambliss LLP

Harrell & Chambliss LLP

5/30/19

Date