

Memorandum of Understanding
between
The City of Richmond Police Department
and
The City of Richmond Public Schools
(2025)

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 that 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 the identified needs and conditions of schools. The SRO shall remain at all times under the control, through the chain of command, of RPD.
 - a. In the event that an SRO is not assigned to an individual Richmond Public School, an environmental officer from the precinct within which that specific school is located shall serve as the liaison between RPD and RPS. The Sergeant in charge of SROs shall serve as the direct point of contact for RPS. The Sergeant shall be responsible for identifying the RPD environmental officer who will respond to the specific school requesting RPD assistance.
3. In developing and implementing law enforcement policies and practices that may affect schools, RPD will take into consideration 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. If an SRO officer leaves his or her position, the officer who 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 an 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. All SRO officers will attend Threat Assessment Training and FERPA training that will be provided by RPS staff. Additionally, RPD will send additional precinct assigned officers to the Threat Assessment Training, allowing for trained officers to be a part of Threat Assessment Teams when needed in the schools.
7. To support Richmond Public Schools Policy 4-3.3, Relations with Law Enforcement Agencies, RPD will not assist any immigration official to obtain access to any school or RPS property.

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 a laptop.

3. 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.
4. 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.
5. **RPS will provide Threat Assessment and FERPA training to SROs, investigators and other staff that RPD designates.**
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 the SRO who responds to the school-based infraction whether any involved student(s) receives 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 Virginia Code § 22.1-279.3:1, 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 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 an 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. Email is considered written documentation.
6. The SRO will take custody and ensure proper disposal of any illegal and/or controlled substances recovered by the school that are not needed for criminal prosecution.
7. The parties will continue to incorporate the Virginia Rules Program in the curriculum as agreed upon by the parties. Assigned SROs will be permitted to provide instruction to a group of RPS students identified by RPS administration at their assigned school at least once per month.

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 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. 1232g. "School officials" may access and disclose student records only as authorized by FERPA. Student directory information is not considered a student record, but the disclosure of any such information is subject to the restrictions set forth in Va. Code § 22.1-287.1. For the purpose of access to student records, SROs may be considered "school officials with a legitimate educational interest" and may be provided student

information as needed to carry out their duties related to the school environment, provided such SROs perform a function or service for which RPS would otherwise use employees (e.g., maintaining the physical safety and security of the school) and comply with the use and re-disclosure requirements set forth in 34 C.F.R. § 99.33 (FERPA). An SRO is not considered a “school official” for purposes of carrying out law enforcement duties unrelated to the school environment. RPD agrees not to reveal or share with any third party any information protected by FERPA or Virginia Code §22.1-287, unless expressly permitted by FERPA or required to be disclosed by law.

- a. “Student records” shall have the same meaning as “education record” defined under FERPA, which is defined as those records that are:
 - i. Directly related to a student, and
 - ii. Maintained by an educational agency or institution or by a party acting for the agency or institution.
 - iii. “Student records” or “education records” do not include:
 - Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record.
 - Records of the law enforcement unit of an educational agency or institution, subject to the provisions of § 99.8 of the Family Educational Rights and Privacy Act.
 - Records relating to an individual who is employed by an educational agency or institution that:
 - Are made and maintained in the normal course of business;
 - Relate exclusively to the individual in that individual’s capacity as an employee; and
 - Are not available for use for any other purpose.

- Records relating to an individual in attendance at the agency or institution who is employed as a result of his or her status as a student are education records and not excepted under paragraph (b)(3)(i) of this definition.
- Records on a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are:
 - Made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a paraprofessional capacity;
 - Made, maintained, or used only in connection with treatment of the student; and
 - Disclosed only to individuals providing the treatment. For the purpose of this definition, “treatment” does not include remedial educational activities or activities that are part of the program of instruction at the agency or institution;
- Records created or received by an educational agency or institution after an individual is no longer a student in attendance and that are not directly related to the individual's attendance as a student.
- Grades on peer-graded papers before they are collected and recorded by a teacher.

b. “Directory information” shall have the same meaning as “directory information” defined under FERPA and Va. Code 22.1-287.1.

2. Consistent with Virginia Code § 22.1-287.1, except as required by state or federal law, no school shall disclose the address, telephone number, or email address of a student pursuant to 34 C.F.R. § 99.31(a)(11), unless (a) the disclosure is to students enrolled in the school or to school board employees

for educational purposes or school business and the parent or eligible student has not opted out of such disclosure in accordance with this subsection and school board policy or (b) the parent or eligible student has affirmatively consented in writing to such disclosure.

3. For the purposes of FERPA and Virginia Code §22.1-287, RPS and RPD agree that the SROs and those other individuals identified below in subparagraphs (i) through (vi) will be considered “school officials” 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 a 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; or,
 - c. Arresting a student suspected of being involved in criminal activity in the school building, on school property, or at a school event.
- (i) Two (2) SRO Sergeants;
- (ii) Two (2) Youth and Family Crime Sergeants;
- (iii) Eight (8) Youth and Family Detectives;
- (iv) Two (2) officers and/or detectives from the Strategic Violence Intervention Unit (SVIU);
- (v) One (1) officer and/or detective from the Special Investigations Division Southern Virginia Internet Crimes Against Children (SOVA-ICAC) Task Force/FBI Child Exploitation Task Force;
- (vi) One (1) officer and/or detective from the Homeland Security/Criminal Intelligence Unit within the Special Operations Division; and
- (vii) RPD Officers serving on a school Threat Assessment Team.

4. The RPS Superintendent or his or her designee will determine when there is a health or safety 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 any decisions required under this paragraph. If student record or directory information is disclosed under this section, the student's file must contain a description of the articulable and significant threat that formed the basis for the disclosure and the parties to whom the information was disclosed.
5. To the extent possible, and when notified in writing, 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.

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 students' 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. 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. Any such questioning shall be done in private, without any disruption to the school environment.

2. RPS reserves the right to deny entry to RPD personnel for any reason, including, but not limited to standardized testing.
3. SROs are responsible for leading 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 questioning students about violations of the code of conduct.
4. At any time the questioning becomes a custodial interrogation, a parent or guardian will be contacted as required by Va. Code § 16.1-247.1.

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.

School Administrator Searches

1. 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 school officials 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.

SRO Searches

1. 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.
2. SROs should not provide any official documentation or juvenile records to schools or expulsion hearing officers, which is prohibited by law.
3. 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 by school personnel is used in accordance with 8 VAC 20-750-5 et seq. 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 de-escalate 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 Care & Safety Associate (CSA) or SRO.

Physical Intervention by School Resource Officers

An 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 de-escalate situations.

Physical intervention by SROs is undertaken in accordance with the 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. The administration of the school and the SRO assigned to the school will coordinate to ensure that reasonable effort is made to inform the parents or legal guardians of such student on the same day as the occurrence of the physical intervention.

SROs must be aware of the Virginia Board of Education's policies and guidelines on seclusion and restraint and related RPS policies. SROs are permitted to attend any in-person trainings regarding the same and, if permitted by the RPS Talent Office, attend any training regarding the same offered in the Safe Schools system. However, SROs should continue to operate by the policies and operational procedures of RPD and/or state law regarding physical intervention and use of force by a law enforcement officer.

Crime Reporting

Pursuant to Virginia Code § 22.1-279.3:1(B), law enforcement agencies are required, among other things, to notify the division superintendent and the principal or the principal's designee when a student in the principal's school commits (i) any offense that would be a felony if committed by an adult or (ii) any offense listed in Virginia Code § 22.1-279.3:1(A) that would be a misdemeanor if committed by an adult if such offense was committed on a school bus, on school property, or at a school-sponsored activity and whether the student is released to the custody of his parent or legal guardian or released on bond.

Pursuant to Virginia Code §§ 16.1-260(G) and 19.2-83.1(B), law enforcement agencies and/or intake officers are required to notify the division superintendent if a student is arrested for certain offenses or subject to a petition alleging that the student committed certain offenses. Division superintendents who receive such reports are required to report the information to the principal of the school in which the student is enrolled.

RPD agrees that the SROs will notify their respective principals as soon as practical

of any significant law enforcement events occurring at or in association with the school (e.g., at a school bus stop or off-campus activity, during or outside school hours).

Threat Assessments

The SRO assigned to a specific school will serve as a member of that school's threat assessment team. (including as school officials with a legitimate education interest, as defined by FERPA and as discussed above) and assist in the monitoring of subject students as well as determining the need, if any, for law enforcement action.

The SRO assigned to a specific school will serve as a member of that school's threat assessment team. For those schools to which there is not assigned SRO, RPD will designate officers from the precincts to serve in that role. School staff will contact the RPD non-emergency dispatch at (804) 646-5100 to request an officer to respond and assist with the Threat Assessment.

School Safety Audits

School safety audits will be conducted annually as required by Virginia Code § 22.1-279.8 to assess school safety conditions in schools. SROs, in collaboration with school administrators, may be asked to assist with the school inspection walk-throughs using a standardized checklist developed by the Center for School and Campus Safety. SROs should collaborate in other school safety audit mandates set forth in Virginia Code § 22.1-279.8, including school crisis, emergency management, and medical emergency response planning and preparation.

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. 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.

Terms Governing Execution, Review, Amendment & Renewal of MOU

1. Term and Termination. This Agreement shall commence on the date upon which the final signatory endorses the Agreement and shall remain in effect through June 30, 2027, unless it must be terminated earlier in accordance with Virginia law or is terminated in accordance with this paragraph. This MOU should be reviewed annually to ascertain whether any amendments are 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.

2. 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.
3. 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.
4. 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.
5. 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.
6. Governing Law. This MOU shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.
7. 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.
8. Neither party shall assign or otherwise transfer this MOU without the prior written consent of the other party.
9. 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Signature 

Richard Edwards, Chief, Richmond Police Department

Date 7/10/25
@ 1615 hrs.

Signature 

Jason Kamras, Superintendent, Richmond Public Schools

Date
6/27/2025 | 11:54 EDT

RP