

MEMORANDUM OF UNDERSTANDING BETWEEN THE LYNCHBURG CITY SCHOOLS AND THE CITY OF LYNCHBURG POLICE DEPARTMENT

SCHOOL RESOURCE OFFICER POSITION

I. PURPOSE

The purpose of this Memorandum of Understanding is to establish an agreement between the Lynchburg City Schools (LCS) and the Lynchburg Police Department (LPD) to promote the safety and welfare of LCS students, by providing law enforcement officers to serve as School Resource Officers (SROs) in each of the LCS' two high schools and three middle schools, to build a positive relationship between LCS students and law enforcement and to enforce state and local statutes on school grounds, consistent with the requirements of Virginia Code Sections 9.1- 101 and 9.1-110.

In partnership, LCS will carry out the School Board Code of Conduct, while the SROs will carry out the Code of Virginia. Each will differentiate between disciplinary issues and crime problems and respond appropriately. The parties agree that, whenever possible, a prevention before intervention before enforcement approach will be taken when addressing student behavioral concerns.

II. GENERAL PROCEDURES

- A. **Assignment, reassignment, removal and absence.** SROs will be assigned, on a full- time basis, to all LCS high schools and middle schools during the school year and for all additional days and all hours in which school is in session. The assignment of SROs will be made through a collaborative process involving LPD and LCS administrations, although the LPD will have the final say on the assignment of each SRO.

While the LPD is committed to the full-time assignment of SROs to all LCS high schools and middle schools, unusual circumstances, conditions, or incidents may require the reassignment of those officers to other duties for brief or extended periods of time.

Should such reassignment be required, the LPD shall notify the Principal(s) of the affected school(s), along with the Deputy Superintendent.

The LPD reserves the right to remove or reassign any SRO, as long as the LPD provides the LCS with prior notification. The LCS reserves the right to request the removal or reassignment of any SRO for any reasonable cause LCS provides in writing to the LPD, and after other attempts to correct any alleged problem have been explored. The LPD shall consider the Division's input when determining the removal or reassignment of any SRO, but the LPD reserves the final decision-making authority for any such removal or reassignment.

On occasion, SROs may be required to be away from their assigned school for training and other police-related duties. When such absences will extend a full day or longer, the SRO supervisor (designated as the Crime Prevention Unit Supervisor) will provide the school principal with as much advance notice as possible.

- B. **Salary.** The LCS agrees to pay the annual salary and benefits for the two high school SROs, and \$50,000.00 per year, for the three middle school SROs. Payment to the City of Lynchburg by the LCS will be on a quarterly basis, or as otherwise agreed to by the City of

Lynchburg Finance Department and the LCS. If an officer is reassigned for any period longer than one day from required duties at an LCS high school, no charge for salary and benefits will be made to the LCS for the time period the officer is reassigned. The LCS is bound to make such payments only to the extent that it receives sufficient appropriations for this purpose and to satisfy its obligations hereunder.

- C. **Supervision and Performance Evaluations, Employment Relationship and Training.** The LPD shall provide for the employment, equipment, supervision, and evaluation of SROs. Performance levels of SROs will be evaluated by a variety of sources including School Administration officials, who will provide a supplemental evaluation form. However, the primary performance evaluation and related performance records will be conducted and maintained by the LPD and the City of Lynchburg.

SROs remain employees of the LPD while operating under this MOU, and are not deemed employees or agents of the Lynchburg City School Board (the School Board). SROs shall be supervised, evaluated, and serve the LCS under the direction of the Chief of Police for the City of Lynchburg and the Department's chain-of-command established by LPD policy. SROs operating under this MOU will at no time have their employee rights abridged as a result of serving as SROs, and will remain governed by the policies and procedures established by the LPD and the City of Lynchburg.

The LPD shall provide any training required of SROs by applicable Virginia law. The LPD will also offer SROs additional training opportunities, if available, that will increase their effectiveness under this MOU. Such training may include child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; the needs of and accommodations for students with disabilities; and practices proven to improve school climate.

- D. **Liability and Insurance.** In the event any claims or lawsuits are filed against any party to this MOU or against the individual employees of any party to this MOU for acts performed pursuant to this MOU, each party will be responsible for providing legal representation for itself and its employees. Each party to this MOU hereby waives all claims against the other parties for compensation and for any loss, damages, injury or death occurring as a consequence of the performance of this MOU.

The City of Lynchburg shall maintain all appropriate liability insurance coverage for the SROs, including Workers' Compensation. The City of Lynchburg is self-insured and any claims or law-suits filed against the City or its employees for acts performed pursuant to this Agreement shall be covered under the City's self-insurance program.

III. COMMUNICATIONS

Good communications and a collaborative relationship between the SRO and the school principal and his/her staff at the school to which the SRO is assigned, as well as between LCS administration and the Crime Prevention Unit Supervisor and LPD administration are critical to the development of a cooperative, proactive, problem- solving relationship, and to the development of the SRO's understanding of the culture of the school to which he/she is assigned.

To promote and foster the development of good communications and a collaborative relationship, the following meetings will take place:

SROs and their school principals will meet weekly, preferably at a pre-set time, for the purpose of exchanging information regarding any criminal activity/investigation, problem areas, persons or groups, or school and/or the community, as well as other areas of interest or concern. A record of these weekly dates will be kept and submitted to the Chief of Police and the Division Superintendent on a quarterly basis.

The Crime Prevention Unit Supervisor will meet weekly with each SRO to ensure that open lines of communication are in place between the SROs and the school division, and to keep abreast of ongoing SRO activities and programs.

The Crime Prevention Unit Supervisor will meet with each school principal, as necessary, to review ongoing SRO activities and programs and to address any issues of concern.

The Crime Prevention Unit Supervisor will meet at least once each school year with the Division Superintendent (or his designee) and the principals of schools to which SROs are assigned. The purpose of this meeting will be to evaluate the SRO program, the performance of assigned officers, and to address any areas of concern.

The Chief of Police and the Division Superintendent shall meet at least once, annually, to ensure that the purposes of this MOU are being achieved and to discuss its continuing implementation.

IV. SCHOOL DIVISION/BUILDING RESPONSIBILITIES

- A. **Work Area.** Each LCS school will provide a work area for the SRO that is equipped with a telephone and a computer. The work area should allow for private and confidential meetings between the SRO, LCS staff, parents, and students.
- B. **Training.** The school division shall provide in-service training to the SROs to support their ability to accomplish their respective duties and responsibilities under this MOU. Such training will include a review of the MOU and the School Board's student discipline policies, and the SROs' role and responsibilities under the MOU and those policies, and as well as the Division's responsibilities under the Family Educational

Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, and how the FERPA affects the SROs' operations under the MOU.

- C. **Effort to Minimize Law Enforcement Interventions.** LCS administrators and employees shall make every effort to handle routine student discipline (violations of the code of student conduct) within the school without involving the SRO in a law enforcement capacity, unless necessary for the safe operation of the school or as required by law.
- D. **LPD Investigations.** LCS will cooperate with LPD-initiated investigations and activities without hindering or interfering with the LPD's or the SRO's official duties.

- E. **Feedback regarding SRO program.** LCS shall provide feedback to the LPD for the evaluation and improvement of the SRO program.
- F. **Duty to Report.** LCS administrators shall report violations of law as required by applicable Virginia law.

V. SCHOOL PRINCIPAL RESPONSIBILITIES

The principal of each school shall ensure that a weekly meeting with the SRO is conducted, in order to maintain open lines of communication. The principal will not delegate this meeting to other administrative staff on a regular basis.

Unless mandated to report student misconduct under Virginia law, the principal may use his/her discretion in notifying the SRO if he/she believes that an incident of alleged student misconduct is a violation of law, and the SRO will determine whether law enforcement actions are appropriate, as set forth below. If an immediate police response is necessary (i.e. recovered drugs, weapons or other evidence or immediate police assistance is needed) and the SRO is not available, the principal will request police service by calling 911. If an immediate police response is not necessary, the principal may hold the information until that school's assigned SRO returns.

VI. SCHOOL RESOURCE OFFICER RESPONSIBILITIES

- A. **Overview of Responsibilities.** The primary mission of SROs under this MOU is to promote a safe school environment that is conducive to learning. The SROs will strive to act as a positive role model for LCS students and provide a positive impression of police in a non-confrontational setting, while serving as a visible deterrent to crime. SROs shall differentiate between school disciplinary issues and criminal activity and respond accordingly as set forth herein; assist school administration in de-escalating school-based incidents; and be familiar with and support the school administration's implementation of a discipline policy that emphasizes restorative approaches to address behaviors.

Role in Student Disciplinary Matters. SROs will become and remain familiar with the School Board Policy relating to students, particularly the Student Code of Conduct. SROs should not handle a student's possible violation of School Board Policy as a violation of law, but instead refer the student to the principal for action. If the SRO has any question related to the enforcement of School Board Policy versus laws within the schools, he/she should discuss it with the principal. At no time should the SRO recommend or make decisions about student discipline or otherwise involve himself/herself directly or indirectly in disciplining a student. The SROs will also not discuss matters of student discipline with parents/guardians; all such questions will be referred to a school administrator.

When requested to intervene by school personnel in a matter involving student alleged misconduct, the SRO may decline to intervene, if the SRO determines that the situation does not present a significant risk of harm or safety concern, and is more appropriately handled by school administration.

- B. **Administrative Hearings.** SROs shall not attend student discipline, suspension and/or expulsion hearings, unless requested to do so by the principal or his/her designee in order to

maintain safety and order, or because the SRO was a witness to the conduct giving rise to the proposed discipline. If requested by the principal, SROs will be prepared to provide testimony on any actions they took and/or conduct he/she personally witnessed. SROs shall also make available any physical evidence related to the hearing. SROs shall make information contained within official documents, police reports, or other incident-related records held by the Lynchburg Police Department available to the school or expulsion hearing officer, within the scope permitted by applicable Virginia law.

- C. **Response to Student Violations of Law.** It is the intention of the LPD and LCS to minimize the use of law enforcement interventions where possible, to situations in which a violation of law has occurred or the safety of the school is at risk. If an SRO observes a student violating the law or is notified by a principal regarding an incident of alleged student misconduct that the principal suspects is a violation of law, the SRO shall use his/her discretion in determining whether law enforcement actions are appropriate. In making this determination, the SRO will consider such factors as the age of the student in question, the circumstances surrounding the alleged misconduct, whether the misconduct would be more appropriately handled through the LCS disciplinary process or the criminal justice system, and the SRO's primary mission under the MOU.
- D. **Teaching.** SROs will, upon request by the applicable principal, become involved in the school's curriculum, by providing instruction to LCS students that will enhance their understanding of local and state law, law enforcement procedures, and the police philosophy and mission. SROs will, whenever possible, include the Virginia Rules curriculum as part of their instruction.
- E. **Training and Crime Prevention Assistance.** SROs shall be responsible for assisting in providing training for the school division administration and the school building administration and staff in law enforcement and related areas. SROs will disseminate crime trend information, crime prevention information, and city and state code update information as a means to assist the school staff in effectively providing a safe school environment.
- F. **Visibility.** SROs should be visible in and around the school, particularly during the beginning and end of the day and during lunch periods, whenever possible. The SROs shall wear class "B" uniforms (standard police uniform) while on duty in the schools, unless otherwise authorized.
- G. **Traffic Control.** If requested to do so by LCS administration, SROs will assist with traffic control for the safe and efficient afternoon dismissal of school buses.
- H. **Responsibility for Calls for Law Enforcement Services.** The SROs assume primary responsibility in handling all calls to law enforcement for service from the school and coordinating the response of other police resources to the school with school principals.
- I. **School Safety Audit and Crisis Management Plan.** The SROs will assist in the completion of the annual School Safety Audit and Crisis Management Plan. Plans will also be reviewed by appropriate Lynchburg Police Department command staff members.
- J. **Assistance with Governmental Reviews and Investigations.** If requested by LCS administration, SROs will assist the division in its response to any review or investigation

conducted by any governmental agency or entity, including, but not limited to, any inquiry made by the Office of Civil Rights, the Virginia Department of Education, and/or the United States Department of Education, if such review or investigation is in any way related to the services provided by SROs under this MOU.

VII. SRO's AUTHORITY REGARDING INVESTIGATION AND QUESTIONING

In order to promote a safe school environment, SROs have the authority to stop, question, interview, and take police action involving students (and other persons present on school property) without the prior authorization of their principal, when necessary and where consistent with applicable constitutional law. However, any investigation/questioning of students or faculty/staff should be limited to situations where the investigation is related to school activities. Investigations and questioning of students for offenses not related to the operation of or occurring at the school may only occur in limited situations, where delay might result in danger to any person, flight from the jurisdiction by a person suspected of a crime, destruction of evidence, or based on the seriousness of the crime.

Such investigation/questioning of students or faculty/staff during school hours or at school events should be done in conjunction with the principal or an administrative team member. The SROs will also take steps to ensure minimal intrusion into the educational experience of the students being questioned in the school setting. In addition, and consistent with School Board policy, reasonable efforts shall be made to notify the parents or guardians of the student(s) being interviewed by telephone or in person before any such interview occurs. Notwithstanding this provision, the Parties understand that law enforcement officers may take legal actions that they deem necessary in accordance with City, State and Federal law, as well as LPD policies and procedures.

VIII. CRIMINAL ENFORCEMENT PROCEDURES AND ARRESTS

- A. **Interventions when Risk of Harm Exists.** SROs do not have the primary responsibility of removing students from classrooms; the removal of students is the responsibility of the teacher. However, if the SRO determines a student poses a threat to themselves and/or others, the SRO, in his/her discretion, may take appropriate actions as necessary to perform their lawful duties and ensure the safety of students, staff and themselves, including, but not limited to, removing a student from the classroom. SROs may accompany school administrators to classes, if requested by the administrators, when the probability for violence exists.
- B. **Alternatives to Prosecution.** While prosecution of an LCS student may be the necessary consequence of the activities outlined in this MOU, counseling, deferment and/or school administration action may be used as an alternative to prosecution in those instances in which such approaches appear to be the best solution and are permissible under applicable law, as determined by the principal and/or SRO acting in their respective capacities.
- C. **Support of Administrative Process.** While any criminal investigation or arrest that occurs on school property will take precedence, to the extent possible, the SRO will cooperate and assist with the Division's efforts to address the accompanying school policy violation and investigation or other action to be taken by school officials.
- D. **Procedures for and Limitations on Criminal Enforcement.** The following procedures will

be adhered to when criminal enforcement action in the school becomes necessary:

1. The SRO will notify the principal as soon as practical of any significant criminal enforcement action (to include arrest) in the school or related to the school. Any such notification shall be made within a reasonable time, not to exceed any mandates established by applicable law.
2. Students under 13 years of age will not be arrested during school operation unless the arrest situation is related to illegal possession or use of weapons, illegal drug use or distribution, or threat of harm to any person.
3. Warrant-based arrest of a student or staff member of the school during school operation will be effected only in situations in which the nature of the warrant charge indicates that failing to remove the suspect from the school environment poses a threat of harm to any person. Such warrant service situations will include charges involving physical assault, sex offenses, illegal possession or use of weapons, illegal drug use or distribution, and Child in Need of Services (CHINS) petitions. In these cases, warrant service will be discussed and coordinated, in advance of service, with the Division Superintendent or his designee.
4. SROs will not serve students with court papers on non-school related matters during school operation without the permission of the Division Superintendent.*
5. Nothing in this Memorandum of Understanding is intended to prevent or delay the following law enforcement functions: a) service of civil Emergency Custody Orders or Temporary Mental Health Detention Orders; b) response to persons experiencing mental health or physical health crises; c) response to public safety emergency situations.

IX. SEARCHES

School officials may conduct searches of students' persons and their property (under school jurisdiction) when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or school policy.

The SROs shall not become involved in school searches conducted by school officials, unless specifically requested by the school official to provide security and/or protection, or for handling contraband, and as permitted by applicable law. These searches must be done at the direction and control of the school official. At no time shall an SRO request that a school search be conducted for criminal investigation purposes or have the school official act as his/her agent. This shall not preclude the SROs from providing school officials with information they have received regarding students or staff of the school.

Any search by an SRO shall be based upon the principles established in the Fourth Amendment to the US Constitution and all applicable case law.

X. RELEASE OF STUDENT INFORMATION

- A. **Directory Information.** The release of Student Education Records is governed by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g.

The written consent of parents is generally required for the release of any student's personally identifiable record. However, the School Board has established the following items of student information as "Directory Information" which may be made available, without parental consent, provided parents have not notified the school in writing that they do not wish such information released. Unless the parent has opted out, the principal may, in his/her discretion, share some or all of the following information with the SRO:

1. Student's name
2. Names of student's parents or guardians
3. Photograph
4. Date and place of birth
5. Major field of study
6. Dates of attendance
7. Grade level
8. Participation in officially recognized activities and sports
9. Weight and height of members of athletic teams
10. Degrees, honors, and awards received
11. The most recent educational agency or institution attended
12. Classroom assignments and teachers

B. **Special Needs.** Where appropriate and legally permissible, LCS shall notify SROs of any student involved in a school-based infraction who has a disability and/or an Individualized Education Plan (IEP), if the student may require special treatment or accommodations.

C. **Health or Safety Emergency.** LCS may release information from Student Education Records to police officials, including SROs, without permission or consent in connection with an emergency, if the knowledge of such information is necessary to protect the health or safety of a student or other persons and there is an articulable and significant threat to the health or safety of a student or other individuals, considering the totality of the circumstances.

SROs seeking access to records under the health and safety emergency exception, should contact the student's principal and present sufficient information for the principal to make a determination that a health and safety emergency exists under the requirements of FERPA. If student information is disclosed under this exception, the principal must document in the student's file a description of the articulable and significant threat that formed the basis for the disclosure and the parties to whom the information was disclosed.

XI RELEASE OF INFORMATION BY SROS

In order to maintain a safe school environment, SROs will share information with the school principal regarding students' involvement in criminal activity in and around the school. This shall be limited to information which directly relates and contributes to the safety of the school environment.

SROs shall make official documents, police reports, or other records held by the Lynchburg Police Department available to the school or its staff, within the scope permitted by applicable Virginia law.

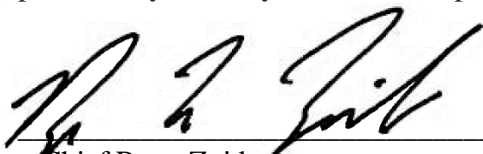
The Chief of Police, or his designee, shall comply with the reporting requirements of Virginia Code §22.1-279.3:1(B) and report to the principal, or his designee, and the Division Superintendent, all offenses committed by students specified in §22.1-279.3:1.

XII. PARTNERSHIP ARRANGEMENT

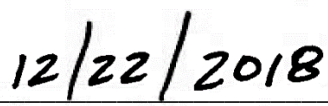
This MOU is a partnership between education and law enforcement, which supports a collaborative, pro-active approach to providing a safe school environment for the Lynchburg community, and represents the mutually agreed goals and objectives of the LCS and the LPD for the School Resource Officer program.

This MOU Agreement shall not be construed to create or substantiate any right or claim on the part of any person or entity that is not a party hereto.

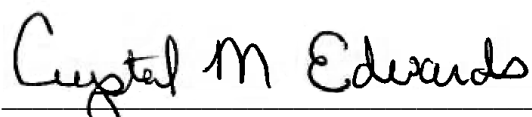
This MOU will remain in force until such time as either party withdraws from the agreement by delivering written notice of such rescission to the other party. This MOU shall be reviewed periodically and may be modified upon the written concurrence of both parties.



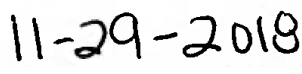
Chief Ryan Zuidema
Lynchburg Police Department



Date



Dr. Crystal M. Edwards
Superintendent of Lynchburg
City Schools



Date