

Arlington Public Schools' School Board/Arlington Public Schools (APS)

and

The County Board of Arlington County, Virginia, By Its Police Department (ACPD)

Memorandum of Understanding

November 8, 2021

DRAFT

MEMORANDUM OF UNDERSTANDING

between

THE ARLINGTON COUNTY PUBLIC SCHOOL BOARD/SCHOOL DIVISION

and

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, BY ITS POLICE DEPARTMENT (ACPD)

November 5, 2021

PREAMBLE

8 The Arlington Public School Board/School Division (APS) and Arlington
9 County Police Department (ACPD) hereby enter into the School-Law
10 Enforcement Partnership (SLEP) to continue fostering relations of mutual
11 respect and understanding in order to build positive and safe school
12 environments.

13
14 The parties agree that most student misconduct can be best addressed
15 through classroom de-escalation and in-school non-judicial strategies. The
16 parties acknowledge that research indicates students are generally less
17 mature and less responsible than adults; they often lack a certain level of
18 maturity, experience, perspective, and judgment to recognize and avoid
19 choices that could be detrimental to them; and they are more susceptible
20 to outside pressures than adults.

21
22 APS agrees that all responses to school misconduct should be equitably
23 administered, procedurally just, and restorative-based, with appropriate
24 consideration given for mitigating factors, the nature, and severity of the
25 incident. Students should receive redirection and support from in-school
26 services, counseling, mental health services, and community resources prior
27 to the consideration of serious discipline to include suspension or
28 expulsion.

29
30 With the APS goal of embracing a restorative approach and implementation
31 of those principles, involvement of law enforcement in discipline is
32 precluded and referrals to court services, other than those intended for
33 purposes of deflection or diversion programs, should only be utilized as a
34 last resort.

35
36 **PURPOSE**

37 SLEP is intended to facilitate effective, timely communication and
38 coordination of efforts by both APS and ACPD. The purpose of this
39 Memorandum of Understanding (MOU) is to establish a mutually
40 beneficial framework that both the school division and law enforcement
41 can work within to achieve shared goals of promoting supportive, safe,

42 and secure schools for students, faculty, and staff.

43

44 **OVERARCHING GOALS**

45 The primary goals of SLEP are to *promote positive and supportive school*
46 *climates* that incorporate appropriate social-emotional support for
47 students to *create and maintain safe and secure school environments*.

48

49 To promote positive, restorative, and supportive school climates, SLEP will
50 collaborate with other county services, advocates, and service providers to increase
51 in school resources (i.e., counselors, drug and alcohol specialist, family support
52 services), and law-related education, expand school safety and crime prevention
53 education efforts, increase mechanisms to equip the schools to safely reduce conflict,
54 and support effective non-punitive interventions for students.

55

56 To create and maintain safe and secure school environments, the SLEP will encourage
57 and support a collaborative relationship to continue ways to implement positive
58 interactions with students and ACPD which could include (i.e., providing educational
59 programs on understanding your rights, reducing, and preventing crime, violence,
60 victimization, and minimizing fear in the lives of students in and around schools) and
61 to decrease through education and enhanced in-school support services their
62 potential involvement with the criminal justice system.

63

64 **EVALUATION OF THE SCHOOL AND LAW ENFORCEMENT PARTNERSHIP**

65

66 Measurable objectives of the SLEP should be developed jointly by conducting
67 a needs assessment that will consider various data points such as (i.e., school
68 discipline, demographics of population most impacted, criminal activity in
69 the school, crime statistics in the community, services provided to students,
70 and violence data). The school division will regularly engage with staff,
71 administrators, students, and family members to survey their needs to
72 ensure the best mechanisms and tools are being deployed to serve students,
73 and families based on a holistic view of their needs.

74

75 Progress towards achieving goals and objectives shall be jointly reviewed
76 and adjusted as needed at least annually by APS and ACPD designees
77 and shared with the public in various manners to ensure transparency.

78

79 **ROLES AND RESPONSIBILITIES OF PARTNER ORGANIZATIONS**

80

81 **ACPD Roles and Responsibilities**

82 As ACPD personnel will not be stationed in the schools and to help with
83 continued collaboration and coordination, ACPD will designate a direct
84 point of contact between ACPD and APS. This point of contact will be
85 available to address any operational and administrative issues regarding
86 the partnership.

87
88 The point of contact or their designee may provide guidance upon request
89 to staff on school safety and security issues, including assessments and
90 critical incident response planning, as needed. The point of contact and any
91 designee will maintain a working knowledge of school rules, regulations, and
92 laws regarding student and school safety protocols. The point of contact or
93 designee will establish effective communication mechanisms and
94 relationships with school personnel at the division and school levels.

95
96 ACPD will continue to facilitate the effective delivery of law enforcement
97 services and collaborate with APS on planning and preparing for matters
98 related to the safety of the school and the students, staff, and
99 administrators. Upon request, ACPD will work with schools to provide
100 opportunities for positive interactions with students that may include
101 (i.e., educational programming, after-school activities, sporting events,
102 and other non-enforcement interactions), as deemed appropriate by the
103 requesting school.

104
105 In developing and implementing law enforcement policies and practices that may
106 affect students, or the schools, ACPD will consult with and take into
107 consideration the views of APS and the school community. As a general practice,
108 outside of APS approved non-enforcement ACPD activities, unless there is an
109 articulable, clear, and imminent threat to safety, requests from school staff for
110 ACPD or other law enforcement assistance are to be channeled through a school
111 administrator (principal, assistant principal, or their designee).

112
113 ACPD may be requested to schedule supplemental external support for
114 APS during the school day. These needs may vary by school. ACPD can
115 provide staffing for extracurricular events where security has been
116 requested by APS administrators on a case-by-case basis, following the
117 outlined procedures for those events.

118
119 ACPD shall assist school administrators in developing school crisis,
120 emergency management, and response plans. ACPD will work with APS
121 administration to coordinate tabletop exercises and will offer input on
122 lockdown safety protocols and procedures. In emergency response
123 situations, ACPD shall be granted access to APS facilities, for the purpose

124 of keeping students, staff, and administrators safe from an on-going
125 threat. When practical, ACPD will make every attempt to keep APS
126 administration apprised of any developing scenarios that may impact
127 schools, if not directly originating from a school call.

128
129 Individual APS schools are able to contact an ACPD point of contact or their
130 designee to request ACPD personnel to assist a school in (non-enforcement)
131 manners such as classroom presentations, event participation, and in other
132 student-centered ways, approved by APS. If the activity is not approved, a
133 request should be forwarded to the Office of School Support for approval to
134 ensure the activity aligns with the overall goals of the MOU.

135
136 However, at no time will ACPD be present in the school buildings for
137 enforcement matters unless called for a reason recognized by the
138 Commonwealth of Virginia as a mandated reason for police response to a
139 school incident, outside of exigent and emergency scenarios discussed
140 herein.

141 142 **APS Responsibilities**

143 APS will designate a primary division-level point of contact to implement the
144 partnership, collaborate with and maintain ongoing effective
145 communications with ACPD officials.

146
147 It is the responsibility of school administrators to facilitate effective
148 communication between ACPD and school staff to support the goals of
149 the partnership. APS will cooperate with ACPD-initiated investigations and
150 actions, with respect to criminal investigations where the criminal activity,
151 as defined by the Code of Virginia, took place in school and is deemed
152 reportable as required by the Code of Virginia, without hindering or
153 interfering with their law enforcement duties.

154
155 APS will handle all discipline within the bounds of the school disciplinary
156 process without involving ACPD unless it is deemed a crime has been
157 committed that requires law enforcement involvement as outlined by the
158 Code of Virginia and School Board policy. APS policies, administrative
159 guidance, training, and ongoing oversight will clearly communicate that
160 school administrators and teachers are responsible for properly and
161 equitably handling school discipline and that law enforcement shall not
162 be involved with any disciplinary actions.

163
164 The overarching goal of APS to create a fair, and equitable, student-centric,

165 restorative school environment will be the guiding principles for handling
166 internal school matters and discipline. APS is responsible for
167 communicating these goals and the role of ACPD to all school
168 administration, staff, and students.

169
170 APS will notify ACPD of any extracurricular school activities requesting police
171 security. It is advisable that events predicted to need ACPD assistance be provided
172 with as much advance notice, as possible, but not less than ten business days, and
173 if feasible, APS shall provide an annual calendar of events most likely needing
174 assistance based on prior years' utilization. Staffing requests and levels shall be
175 determined in collaboration with ACPD based upon several variables to include ACPD's
176 availability to staff the event, the size of the event, and the amount of projected
177 security necessary to ensure overall safety of participants. All requests for police
178 security will be paid at ACPD's pre-determined overtime rate.

179
180 As a general practice, unless there is an articulable, clear, and imminent
181 threat to safety, requests from school staff for ACPD or other law
182 enforcement assistance are to be channeled through a school
183 administrator.

184
185 APS will ensure that school administrators, staff, and other key APS
186 stakeholders receive relevant training and encourage collaborative
187 training with community members, and ACPD officers that will be
188 interacting with students in (non-enforcement) manners to support the
189 relevant provisions of this MOU.

190
191 The training should be aligned with the SLEP, to include but not be
192 limited to restorative practices, student-centric approaches to de-
193 escalation, cultural competency, equity impact analysis, trauma informed
194 approaches, alternatives to school discipline and relevant DCJS
195 curriculum as deemed, appropriate to enhance awareness of ACPD to
196 further the external collaboration with ACPD.

197
198 Consistent with Virginia Standards of Accreditation (2018), Section 8 VAC 20-131-210,
199 "the school administrator is recognized as the instructional leader of the school and is
200 responsible for effective school management that promotes positive student
201 achievement, a safe and secure environment in which to teach and learn, and efficient
202 use of resources." (Section A). "The school administrator also ensures that the school
203 division's student code of conduct is enforced and seeks to maintain a safe and secure
204 school environment." (Section B.2)

205
206 Additionally, consistent with Section 8 VAC 20-131-260. C.3., the school administration

207 ensures "a written procedure, in accordance with guidelines established by the local
208 board, for responding to violent, disruptive or illegal activities by students on school
209 property or during a school-sponsored activity." School administrators should review
210 the SLEP MOU in collaboration with [ACPD] and establish school-specific operational
211 and communications procedures to support goals of the SLEP.

212 213 **OPERATIONAL PROCEDURES**

214 215 **Differentiating Disciplinary Misconduct from Criminal Offenses**

216 School administrators and teachers are responsible for addressing equitably
217 all school discipline. ACPD will not be summoned for intervention with the
218 enforcement of school rules or disciplinary infractions that are not
219 mandated by the Code of Virginia and deemed as reportable violations of
220 criminal law.

221
222 SLEP shall always operate in a manner to ensure children with other abilities receive
223 appropriate social, emotional, and behavioral interventions and support.

224 225 **APS Requests for ACPD Assistance**

- 226 • In emergency situations requiring ACPD assistance, any APS
227 personnel that are safely able to do so should dial 911.
- 228 • In non-emergency situations requiring ACPD assistance,
229 administrative personnel should dial 703-558-2222.
- 230 • All APS questions that do not require a police response should be
231 directed to the designated ACPD point of contact or a designee.

232 233 **Non-APS Requests for ACPD Assistance**

- 234 • Entities other than APS requesting ACPD assistance for law
235 enforcement matters should preferably meet with ACPD
236 personnel at a location other than school property.
- 237 • If necessary to meet with ACPD at an APS location, the meeting
238 should take place in a discrete location, if practical, as to not
239 disrupt the operations of the school. APS will make available a
240 discrete location for ACPD to meet with suspects, witnesses,
241 victims, or reporting parties.

242 243 **Information Sharing**

244 The release of student records is governed by the Family Educational
245 Rights and Privacy Act (FERPA), 20 U.S.C. §1232g. "School officials" may

246 access and disclose student records only as authorized by FERPA.

247

248 When summoned for assistance, and to the extent the law allows, APS should
249 notify responding members of ACPD of any special needs of an involved
250 student, to assist responding ACPD members in recognizing and
251 accommodating behaviors that may be manifestations of the student's
252 disability.

253

254 • **Limited Access to Student Information:** ACPD personnel
255 may have limited access to a student's education records in
256 the student information system, which includes general
257 demographic information such as student name, student home
258 address, and parent/guardian contact information. This
259 information should only be accessed by ACPD staff in the event of
260 an active investigation, safety concern, emergency, or other
261 legitimate law enforcement reason.

262 • **Health and Safety Emergency Exception.** In the event of a
263 significant and articulable threat to health or safety, school
264 officials shall disclose any information from student records to
265 appropriate parties, including law enforcement officials, whose
266 knowledge of the information is needed to protect the
267 health and safety of a student or another individual.

268 • **ACPD Disclosure of Law Enforcement Records.** ACPD may disclose law
269 enforcement records for the purpose of ensuring the physical safety and
270 security of people and property in schools and/or enforcement of laws.
271 The release of these records is governed by 16.1-301.

272 **Camera Access**

273 ACPD shall request access to APS cameras through APS Safety, Security, Risk
274 and Emergency Management, to assist with a criminal investigation that is
275 required, by the Code of Virginia, to be reported to ACPD. Other access to
276 camera footage must be formally requested by ACPD and only released
277 under court order (e.g. subpoena or search warrant), pursuant to school
278 privacy and confidentiality laws.

279

280 **Investigations and Questioning of Students**

281 Communication and contact between students and ACPD within the
282 confines of a school will only be in collaboration with APS Administration.
283 That contact can take place in several forms:

284

285 1. **Interviews** of students by ACPD may occur to determine if something has

- 286 occurred that is criminal in nature.
- 287 a. The student will be advised of the reason or nature of the
- 288 conversation and given an
- 289 opportunity to present informally their knowledge of the facts.
- 290 b. ACPD will strictly adhere to preserving the constitutional rights
- 291 afforded to all individuals. If the student wishes to remain silent
- 292 and contact their parents, or to contact an attorney, or to end
- 293 the interview, the questioning should cease, and the student's
- 294 request should be granted.
- 295 c. If ACPD must question a student during school hours the
- 296 principal will be informed that the questioning is occurring,
- 297 and the principal will make every attempt to inform the parent
- 298 of the student involved. If the parent or guardian is not available
- 299 to participate in the interview, the principal or their designee will
- 300 participate in the interview. If during the interview it is
- 301 determined that a criminal incident probably occurred and the
- 302 individual being interviewed is suspected of committing a crime
- 303 and is not free to leave, prior to further questioning, the
- 304 individual will be advised of their constitutional rights and
- 305 ACPD will notify the students' parents or guardian per the
- 306 Code of Virginia.
- 307 d. The interviewing of students - whether suspects, victims, or
- 308 witnesses - should be conducted privately in an office setting
- 309 provided by APS. ACPD will take steps to ensure minimal intrusion
- 310 into the educational experience of students being questioned in
- 311 the school setting.
- 312
- 313 2. **Investigations** where a student is identified as having been involved in
- 314 a possible criminal incident, ACPD will strictly adhere to the rights
- 315 afforded to all people by the U.S. Constitution, the Constitution of
- 316 Virginia and all applicable case law.
- 317 a. ACPD will always consider the student's life experience, age,
- 318 disability, intellect and emotional status prior to questioning.
- 319 b. The student will be informed generally of the purpose of the
- 320 investigation and if the person is in custody (not free to leave),
- 321 they will be advised of their constitutional rights in a
- 322 developmentally appropriate manner and given an opportunity to
- 323 present their knowledge of the facts.
- 324 c. All juvenile custodial interviews will be conducted per the
- 325 Code of Virginia and ACPD policy.
- 326

- 327 d. If the student wishes to remain silent and contact their
328 parents, or to contact an attorney, or to end the interview, the
329 questioning should cease, and the student's request should be
330 granted.
- 331 e. If an investigation and questioning of students must occur during
332 school hours or at school events, it must be limited to situations
333 where the investigation is related to suspected criminal
334 activity.
- 335 f. Investigations and questioning of students for offenses not
336 related to the operation of or occurring at the school should take
337 place at school only when delay might result in danger to any
338 person, destruction of evidence, or flight from the jurisdiction by
339 the person suspected of a crime.
- 340 g. If APS determines that they are conducting an investigation on
341 a non-mandated reporting incident and subsequently
342 discovers that ACPD is conducting a parallel criminal
343 investigation, APS should either pause its investigation or
344 conduct it in a manner as to not interfere with the ACPD
345 investigation.
- 346 h. ACPD may request that APS delay an investigation that they
347 are conducting that is connected to an investigation initiated
348 by ACPD as a result of a source other than APS.

350 **Searches**

351 All searches shall be conducted in accordance with federal and state laws,
352 and applicable APS and ACPD policies and guidelines, including the
353 principles embodied in this MOU.

354
355 **School Administrator Searches.** School officials may conduct
356 searches of student's property and person under their jurisdiction
357 when reasonable suspicion exists that the search will reveal evidence
358 that the student has violated or is violating either the law or the rules
359 of the school. If requested by an administrator, a member of ACPD may
360 be present during administrative searches for safety and security.
361 The standard for search by a school official is reasonable suspicion.

362
363 If during an administrative search where an ACPD representative is
364 not present and an administrator locates contraband that is
365 evidence-based, ACPD shall be notified immediately and take
366 possession of the item(s) and take appropriate action. If ever a
367 question as to the status of contraband, ACPD should be notified.

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ACPD Searches. Any search initiated by law enforcement must be in compliance with all federal, state, and local laws in addition to ACPD policy. When required a search warrant will be obtained. All searches should be reasonable in scope. All searches should occur outside the presence of students and school staff with the exception of school administrators, unless there is a clear and immediate threat to physical safety.

ACPD personnel shall not become involved in administrative (school-related) searches unless requested by a school administrator, and at no time shall ACPD personnel request that an administrative search be conducted for law enforcement purposes or have the administrator act as their agent.

Arrests

Whenever practical, arrests of a student or staff member should be accomplished outside of school hours and/or off school grounds to not disrupt the educational process or school setting. Arrests that must occur during school hours or on school grounds should be coordinated through the school administrator to minimize potential disruption.

When circumstances do not allow for prior coordination through the school administrator, arrests will be reported to the school administrator as soon as possible. In addition to any required notification of parents and legal guardians by ACPD personnel taking a student into custody, school administrators or their designees are also responsible to make notification to parents and legal guardians upon a school-based arrest of their child.

Physical Restraint by School Personnel

Physical restraint is a personal restriction that immobilizes or reduces the ability of a student to move their torso, arms, legs, or head freely. The term physical restraint does not include a physical escort. Physical escort means 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 in accordance with Virginia Board of Education policies and guidelines on seclusion and restraint in relation to APS School Board policies. Every effort should be made by

409 school personnel to prevent the need for the use of restraint. Physical
410 restraint should not be used except by school personnel trained in the use of
411 physical restraint required by the school division.
412

413 School staff will be trained and should act to de-escalate situations that
414 are, or have the potential to cause, disruptions to the school environment
415 and are violations of the student code of conduct. If physical intervention is
416 necessary, the action should be reported promptly to the school
417 administrator and the rationale for the action must be fully documented.
418

419 **Physical Intervention by ACPD Officers**

- 420 • An ACPD officer should not be involved in the physical restraint of a
421 student on APS grounds unless during an arrest situation and/or
422 there is imminent danger of serious physical harm to self or others.
- 423 • Physical intervention by ACPD personnel will be done in accordance
424 with policies and operational procedures of their local law
425 enforcement agency.
426

427 **KEY STATUTORY RESPONSIBILITIES**

428 **Crime Reporting**

429 § 22.1-279.3:1. Reports of certain acts to school authorities.
430

431
432 A. Reports shall be made to the division superintendent and to the principal or their
433 designee on all incidents involving (i) the assault or assault and battery, without bodily
434 injury, of any person on a school bus, on school property, or at a school-sponsored
435 activity; (ii) the assault and battery that results in bodily injury, sexual assault, death,
436 shooting, stabbing, cutting, or wounding of any person, abduction of any person as
437 described in § [18.2-47](#) or [18.2-48](#), or stalking of any person as described in § [18.2-60.3](#),
438 on a school bus, on school property, or at a school-sponsored activity; (iii) any conduct
439 involving alcohol, marijuana, a controlled substance, imitation controlled substance,
440 or an anabolic steroid on a school bus, on school property, or at a school-sponsored
441 activity, including the theft or attempted theft of student prescription medications;
442 (iv) any threats against school personnel while on a school bus, on school property or
443 at a school-sponsored activity; (v) the illegal carrying of a firearm, as defined in § [22.1-](#)
444 [277.07](#), onto school property; (vi) any illegal conduct involving firebombs, explosive
445 materials or devices, or hoax explosive devices, as defined in § [18.2-85](#), or explosive or
446 incendiary devices, as defined in § [18.2-433.1](#), or chemical bombs, as described in
447 § [18.2-87.1](#), on a school bus, on school property, or at a school-sponsored activity; (vii)
448 any threats or false threats to bomb, as described in § [18.2-83](#), made against school
449 personnel or involving school property or school buses; or (viii) the arrest of any

450 student for an incident occurring on a school bus, on school property, or at a school-
451 sponsored activity, including the charge therefor.

452
453 B. Notwithstanding the provisions of Article 12 (§ [16.1-299](#) et seq.) of Chapter 11 of
454 Title 16.1, local law-enforcement authorities shall report, and the principal or their
455 designee and the division superintendent shall receive such reports, on offenses,
456 wherever committed, by students enrolled at the school if the offense would be a
457 felony if committed by an adult or would be a violation of the Drug Control Act
458 (§ [54.1-3400](#) et seq.) and occurred on a school bus, on school property, or at a school-
459 sponsored activity, or would be an adult misdemeanor involving any incidents
460 described in clauses (i) through (viii) of subsection A, and whether the student is
461 released to the custody of their parent or, if 18 years of age or more, is released on
462 bond. As part of any report concerning an offense that would be an adult
463 misdemeanor involving an incident described in clauses (i) through (viii) of subsection
464 A, local law-enforcement authorities and attorneys for the Commonwealth shall be
465 authorized to disclose information regarding terms of release from detention, court
466 dates, and terms of any disposition orders entered by the court, to the superintendent
467 of such student's school division, upon request by the superintendent, if, in the
468 determination of the law-enforcement authority or attorney for the Commonwealth,
469 such disclosure would not jeopardize the investigation or prosecution of the case. No
470 disclosures shall be made pursuant to this section in violation of the confidentiality
471 provisions of subsection A of § [16.1-300](#) or the record retention and redisclosure
472 provisions of § [22.1-288.2](#). Further, any school superintendent who receives
473 notification that a juvenile has committed an act that would be a crime if committed
474 by an adult pursuant to subsection G of § [16.1-260](#) shall report such information to the
475 principal of the school in which the juvenile is enrolled.

476
477 C. The principal or their designee shall submit a report of all incidents required to be
478 reported pursuant to this section to the superintendent of the school division. The
479 division superintendent shall annually report all such incidents to the Department of
480 Education for the purpose of recording the frequency of such incidents on forms that
481 shall be provided by the Department and shall make such information available to the
482 public.

483 In submitting reports of such incidents, principals and division superintendents shall
484 accurately indicate any offenses, arrests, or charges as recorded by law-enforcement
485 authorities and required to be reported by such authorities pursuant to subsection B.

486 A division superintendent who knowingly fails to comply or secure compliance with
487 the reporting requirements of this subsection shall be subject to the sanctions
488 authorized in § [22.1-65](#). A principal who knowingly fails to comply or secure
489 compliance with the reporting requirements of this section shall be subject to
490 sanctions prescribed by the local school board, which may include, but need not be
491 limited to, demotion or dismissal.

492 The principal or their designee shall also notify the parent of any student involved in
493 an incident required pursuant to this section to be reported, regardless of whether
494 disciplinary action is taken against such student or the nature of the disciplinary
495 action. Such notice shall relate to only the relevant student's involvement and shall
496 not include information concerning other students.

497 Whenever any student commits any reportable incident as set forth in this section,
498 such student shall be required to participate in such prevention and intervention
499 activities as deemed appropriate by the superintendent or their designee. Prevention
500 and intervention activities shall be identified in the local school division's drug and
501 violence prevention plans developed pursuant to the federal Improving America's
502 Schools Act of 1994 (Title IV — Safe and Drug-Free Schools and Communities Act).

503 D. Except as may otherwise be required by federal law, regulation, or jurisprudence,
504 the principal shall immediately report to the local law-enforcement agency any act
505 enumerated in clauses (ii) through (vii) of subsection A that may constitute a felony
506 offense and may report to the local law-enforcement agency any incident described in
507 subsection A. Nothing in this section shall require delinquency charges to be filed or
508 prevent schools from dealing with school-based offenses through graduated sanctions
509 or educational programming before a delinquency charge is filed with the juvenile
510 court.

511 Further, except as may be prohibited by federal law, regulation, or jurisprudence, the
512 principal shall also immediately report any act enumerated in clauses (ii) through (v) of
513 subsection A that may constitute a criminal offense to the parents of any minor
514 student who is the specific object of such act. Further, the principal shall report
515 whether the incident has been reported to local law enforcement pursuant to this
516 subsection and, if the incident is so reported, that the parents may contact local law
517 enforcement for further information, if they so desire.

518 E. A statement providing a procedure and the purpose for the requirements of this
519 section shall be included in school board policies required by § [22.1-253.13:7](#).

520
521 The Board of Education shall promulgate regulations to implement this section,
522 including, but not limited to, establishing reporting dates and report formats.

523 **Threat Assessment**

524 Threat assessments shall be conducted in accordance with APS School
525 Board Policy as required by §22.1-79.4, *Code of Virginia*. ACPD will
526 maintain at least one delegate on the central threat team with
527 APS.

528

529 **School Safety Audits**

- 530 • School safety audits will be conducted as required by law to assess

531 school safety conditions in schools.

- 532 • Safety, Security, Risk and Emergency Management, in collaboration
533 with ACPD, will conduct school inspection walkthroughs using a
534 prescribed checklist and will collaborate in other school safety
535 audit mandates including school crisis and emergency
536 management and response planning and preparation.

537

538

OTHER PROVISIONS

539

540 The Parties retain all rights, privileges, immunities, and defenses provided
541 under law and there shall be no joint or several liabilities for any action
542 taken by either of the Parties pursuant to this MOU. Nothing in this MOU
543 shall be construed to create an agency relationship between the Parties.

544 This agreement is entered into with the intention that the law of the
545 Commonwealth of Virginia shall govern its construction and enforcement.

546

547 Notwithstanding any other provision in this agreement to the contrary,
548 nothing in this agreement nor any action taken by Arlington County or
549 ACPD pursuant to this agreement shall constitute or be construed as a
550 waiver of the sovereign or governmental immunity of Arlington County,
551 ACPD or its officers or employees. Further, notwithstanding any other
552 provision of this agreement to the contrary, Arlington County and ACPD
553 shall have no obligation to explicitly or implicitly indemnify or hold
554 harmless APS or any third party from any liability whatsoever.

555

556 The parties mutually agree that no provision of this agreement shall
557 create in the public, any student, parent of a student, or in any person
558 or entity other than those signing this agreement as parties hereto, rights
559 as a third party beneficiary hereunder, or authorize any person or entity,
560 not a party hereto, to maintain any action for personal injury, property
561 damage, or breach of contract pursuant to the terms of this agreement
562 or otherwise.

563

564

REVIEW OF MOU

565

566 This MOU should be reviewed annually and amended as necessary to meet
567 the needs and enhance the partnership of the two signatory organizations.
568 Quarterly meetings should be conducted throughout the year between APS
569 (designee) and ACPD (designee) to support successful implementation of the
570 partnership.

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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 entirety of this agreement is contained in the language above the signature line.

Appendix A *See Best Practices Guide for Additional Resources

Graduated Intervention and Responses

In developing the School-Law Enforcement Partnership MOU, the School Division and Law Enforcement Agency are encouraged to develop alternative responses and educational programming for school-based misconduct in order to divert youth from unnecessary involvement with the juvenile justice systems.

School & Law Enforcement Partnership Guide is sited as a source for the APS & ACPD MOU <https://www.dcis.virginia>

Examples of graduated response programs used by school divisions and law enforcement agencies in other states can be found in these agreements and MOUs.

Clayton County, Georgia
Inter-Agency Governance Agreement on the Handling of School Offenses Between the Clayton County PublicSchool System and Clayton County Juvenile Court (2013).
[http://www.idaihelpdesk.org/casemodpolicies/Handling%20o:f%20School%20offenses%20MOU%20\(Clayton%20County,%20GA\).pdf](http://www.idaihelpdesk.org/casemodpolicies/Handling%20o:f%20School%20offenses%20MOU%20(Clayton%20County,%20GA).pdf) Hartford, Connecticut

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Memorandum of Agreement By and Between Hartford Public Schools and

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Hartford Police Department (2012). [https://www.cga.ct.gov/2014/JUDdata/Tmy/2014SB-00054-R000224-](https://www.cga.ct.gov/2014/JUDdata/Tmy/2014SB-00054-R000224-Hartford%20Police%20Dept.%20-%20James%20C.%20Rovella-TMY.PDF)

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[4/Hartford%20Police%20Dept.%20-%20James%20C.%20Rovella-TMY.PDF](https://www.cga.ct.gov/2014/JUDdata/Tmy/2014SB-00054-R000224-Hartford%20Police%20Dept.%20-%20James%20C.%20Rovella-TMY.PDF)

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[Hartford%20Police%20Dept.%20-%20James%20C.%20Rovella-TMY.PDF](https://www.cga.ct.gov/2014/JUDdata/Tmy/2014SB-00054-R000224-Hartford%20Police%20Dept.%20-%20James%20C.%20Rovella-TMY.PDF)

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San Francisco, California

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Memorandum of Understanding Between the San Francisco Police

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Department and the San Francisco Unified School District (2014).

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[http://www.dignityinschools.org/sites/default/files/SFPD-SRO-](http://www.dignityinschools.org/sites/default/files/SFPD-SRO-MOU.pdf)

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[MOU.pdf](http://www.dignityinschools.org/sites/default/files/SFPD-SRO-MOU.pdf)

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