

RELATIONS WITH LAW ENFORCEMENT AUTHORITIES

Investigations by Law Enforcement Officers at School

When it becomes necessary for any law enforcement officer to interrogate a student on school premises, the principal shall be contacted immediately. The School Resource Officer (SRO)~~principal or his/her designee~~ shall make a reasonable effort to contact the parent or guardian and have the parent or guardian in attendance for the conference. If the parent or guardian cannot be present for the conference, then the principal or his/her designee may be requested~~should to~~ be present throughout the interrogation. During an emergency situation, or if required by investigative needs, officers are not required to contact or have a parent or school official present for the interview before proceeding.

In accordance with Section 63-2-1518 of the Code of Virginia, 1950, as amended, a child protective services worker or a police officer may talk to any child suspected of being abused or neglected or to any of his siblings without the consent of and outside the presence of the parent, legal guardian, or school personnel. In cases of interviews of children on school grounds, the child protective services worker or police officer will furnish proper identification and make appropriate arrangements for the interview with the principal or the principal's designee.

Service of Process at School

Should there be a need to serve student or school employee with any "legal process," the School Board encourages the process server make all reasonable attempts to serve such documents off school premises; however, if the documents must be served on school premises, they shall be served at the principal's office of the school at which the student is in attendance or the main office of the facility at which the employee is assigned.

In any case in which custody or visitation of a minor child is at issue and a summons is issued for the attendance and testimony of a teacher or other school employee who is not a party to the proceeding, if such summons is served on school property, it may be served only by a sheriff or his deputy.

Development of Programs

The Superintendent shall seek to develop, in cooperation with the local law-enforcement agencies, juvenile and domestic relations court judges and personnel, parents, and the community at large, programs and procedures to prevent violence and crime on school property and at school-sponsored events. The Superintendent shall obtain and use Sex Offender Registry information in accordance with Policy KN.

Report to Law Enforcement Officials

Except as may otherwise be required by federal law, regulation, or jurisprudence, the principal shall immediately report to local law-enforcement officials all incidents listed below

that may constitute a criminal offense:

1. assault and battery which results in bodily injury, sexual assault, death, shooting, stabbing, cutting, or wounding of any ~~person~~person, abduction of any person as described in Virginia Code §§ 18.2-47 or 18.2-48, or stalking of any person as described in ~~Virginia Code section~~§ 18.2-60.3, on a school bus, on school property, or at a school-sponsored activity; or
2. any conduct involving alcohol, marijuana, a controlled substance, imitation controlled substance, or an anabolic steroid on a school bus, on school property, or at a school-sponsored activity, including the theft of or attempted theft of student prescription medications; or
3. any threats against school personnel while on a school bus, on school property, or at school-sponsored activity; or
4. the illegal carrying of a firearm, as defined by ~~Virginia Code section~~§ 22.1-277.07, onto school property; or
5. any illegal conduct involving firebombs, explosive materials or devices, or hoax explosive devices, as defined in ~~Virginia Code section~~§ 18.2-433.1, or chemical bombs, as described in ~~Virginia Code section~~§ 18.2-87.1, on a school bus, on school property, or at a school-sponsored activity; or
6. any threats or false threats to bomb, as described in ~~Virginia Code section~~§ 18.2-83, made against school personnel or involving school property or school buses; or
- 6.7. the arrest of any student for an incident occurring on a school bus, on school property, or at a school-sponsored activity, including the charge therefor.

The principal may report to local law enforcement officials any incident involving the assault or assault and battery, ~~without bodily injury,~~ of any person on a school bus, on school property, or at a school-sponsored activity.

Adopted: July 1, 1993
Amended: October 22, 2009; May 14, 2015

Legal Ref: Code of Virginia, 1950, as amended, §§8.01-47, 8.01-293, 9.1-101, -16.1-264, 22.1-279.3:1, 22.1-280.2:1, 22.1-293 (B-D)

Cross Ref.: *CLA, Reporting Acts of Violence and Substance Abuse*
JFC, Student Conduct
JGD/JGE, Student Suspension/Expulsion
KN, Sex Offender Registry Information
~~KNAJ, Relations With Police Authorities~~

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ALBEMARLE, VIRGINIA
AND THE COUNTY SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA**

THIS MEMORANDUM OF UNDERSTANDING is entered into this 28 day of June, 2013, by and between the COUNTY OF ALBEMARLE, VIRGINIA, hereinafter referred to as the "County," and the COUNTY SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA, T/A ALBEMARLE COUNTY PUBLIC SCHOOLS, hereinafter referred to as the "ACPS."

WITNESS:

WHEREAS, the parties acknowledge that the number of false alarms, as defined herein, generated by individual schools increase the County's public safety costs and divert public safety resources from other critical areas of public safety work; and

WHEREAS, ACPS is willing to reimburse the County for its costs to respond to false alarms at individual schools (the "School").

NOW THEREFORE, in consideration of the mutual premises stated in this Agreement, the County and ACPS agree as follows:

1. **Term.** The term of this Memorandum of Understanding (the "MOU") shall be for a period of one (1) year beginning on July 1, 2013 and ending on June 30, 2014, and shall automatically renew for an additional one (1) year term on each July 1 anniversary date thereafter. Either the County or ACPS may terminate this MOU at any time for any reason whatsoever by giving at least thirty (30) days' written notice to the other party of its intent to terminate.

2. **False alarm defined.** For the purposes of this MOU, the term "false alarm" for which ACPS agrees to reimburse the County means an alarm that causes an Albemarle County Police Department (the "Police") response when there is no actual or threatened criminal activity or other emergency requiring an immediate Police response.

A. **Acts Included.** False alarms for which ACPS is required to reimburse the County include, but are not limited to: (i) negligently or accidentally activated signals; (ii) signals which are the result of faulty, malfunctioning or improperly installed or maintained equipment; (iii) signals which are purposefully activated to summon a Police response in nonemergency situations; and (iv) alarms for which the actual cause is not determined.

B. **Acts Excluded.** False alarms for which ACPS is not required to reimburse the County are: (i) alarms caused by failure of the equipment at the emergency communications center; (ii) alarms determined by the responding Police officer to have been triggered by a student or other person whose purpose was not to summon a Police response in a nonemergency situation; (iii) criminal activity; (iv) activity unauthorized by ACPS or the School; or (v) any other activity outside the control of ACPS or the School.

3. **False Alarm Notification.** The County's responding Police officer will provide a false alarm notification/

prevention card (the "card") to the School for the first and second false alarm activations at that School in a fiscal year. The card will provide the incident number and date of the response to the School.

4. **Reimbursement.** ACPS shall reimburse the County for the Police responding to a false alarm at each School within a fiscal year according to the following schedule:

- A. First false alarm: No charge.
- B. Second false alarm: No charge.
- C. Third false alarm: \$100.
- D. Fourth false alarm: \$150.
- E. Fifth false alarm: \$200.
- F. Sixth and subsequent false alarms: \$300.

The County shall bill the School at which any false alarm for which reimbursement is required under Section 4 occurred. The School shall reimburse the County within thirty (30) days, or a longer period as may be agreed to in writing between the County and the School.

5. **Appeal.** If ACPS disputes whether a particular false alarm is subject to reimbursement under this MOU, it may appeal the bill to the County's chief of police within ten (10) after receiving the bill. The appeal shall be in writing and state the basis for the appeal. The chief of police's decision shall be made within ten (10) days after receipt of the appeal, and his decision shall be final.

~~6. **Amendment of this MOU.** This MOU may be amended, in writing, upon the mutual agreement of the parties.~~

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first written above.

COUNTY OF ALBEMARLE, VIRGINIA



Colonel Steve Sellers, Chief of Police

COUNTY SCHOOL BOARD OF ALBEMARLE
COUNTY, VIRGINIA



Dr. Pamela Moran, Superintendent

Approved as to Form:


County Attorney