

**MEMORANDUM OF AGREEMENT  
BETWEEN  
KNOX COUNTY BOARD OF EDUCATION  
AND  
KNOXVILLE POLICE DEPARTMENT  
AND  
KNOX COUNTY SHERIFF'S OFFICE**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the KNOX COUNTY BOARD OF EDUCATION (BOARD), the KNOXVILLE POLICE DEPARTMENT (KPD), and the KNOX COUNTY SHERIFF'S OFFICE (KCSO) addressing the roles and responsibilities of all three (3) entities as it relates to law enforcement presence in Knox County Schools (KCS). The Board of Education manages and controls public schools within Knox County as well as appoints the Superintendent of the schools.

The purpose of this document is to set forth guidelines to ensure that the Knoxville Police Department, the Knox County Sheriff's Office and the school district have a shared understanding of the roles and responsibilities of each in maintaining safe schools, improving school climate, and supporting educational opportunities for all students.

This document sets forth an understanding on the part of the parties involved that schools are meant to be places where students can learn from their mistakes in order to grow into healthy, productive adults.

It is the role of teachers and other educators within the school district to respond to inappropriate and unlawful student behavior in a way that supports personal growth

and learning opportunities for all students. It is further the goal of the school district that school discipline be administered in such a way as to keep students within the school setting to the greatest extent practicable.

The school district and law enforcement work to provide a safe and secure learning environment for all students and teachers. As such, there is a need to enforce the laws of the State of Tennessee. Acknowledging that safety and security are paramount, the school district and law enforcement have a shared goal to reduce justice system involvement of all students.

Also, within the KCS, the Knox County School Security Division (KCSSD) staffs each school with a uniformed, armed, and bonded school security officer (SSO). As a result of the organizational components involving law enforcement and the various layers within Knox County Schools, this MOA will address the following main topics:

- I. Goals of this Memorandum of Agreement
- II. Duties and Responsibilities of :
  - A. Board of Education
  - B. Principals
  - C. School Security Division- School Security Officer
  - D. Law Enforcement Agencies
  - E. District Attorney's Office
- III. Conclusion
- IV. Signature Page

I. **GOALS OF THIS MEMORANDUM OF AGREEMENT:**

- A. Establish a safe and secure learning environment for all students and teachers.
- B. Establish a positive working relationship in a cooperative effort to prevent and address juvenile delinquency and assist in student development and accountability.
- C. Promote positive attitudes regarding the police role in society and to inform students of their rights and responsibilities as lawful citizens.
- D. Foster engagement within an open, honest school climate for students, staff, parents, community members and all entities that can impact the educational and personal development process within our schools.
- E. Define the fundamental guidelines to be followed regarding information sharing as it relates to a wide variety of data to include: student records, electronic communication, video, Department of Human Service's referrals and threat assessments.
- F. Identify all commitments to include logistical needs, administrative processes and financial considerations that occur when law enforcement and educational components merge and work together towards a common objective of student welfare.

II. **DUTIES AND RESPONSIBILITIES**

- A. Board of Education Duties and Responsibilities
  - 1. The Board will foster a positive working relationship with law enforcement agencies as well as the school security division on

policies impacting school safety or other issues addressed in this MOA.

2. The Board will work closely with all appropriate school staff and law enforcement on matters impacting school safety, bullying, fear reduction, victimization, and best practices relating to drills or other matters addressed in this MOA.
3. The Board will share appropriate information to law enforcement as allowed by existing local, state, and federal law and work diligently to be certain that communication is accurate and timely as needed.

**B. Principals' Duties and Responsibilities**

1. The principals shall establish an open and productive relationship with law enforcement that focuses on mutual respect and trust.
2. The principals shall meet with the school's law enforcement officer at least monthly but preferably more often to discuss issues involving the safety and security of all components associated with the school.
3. The principals shall keep law enforcement officer informed of upcoming events, special circumstances or any other occurrence that may require law enforcement participation.
4. The principals shall coordinate and discuss their school safety plan and strategies to enhance their response to an emergency situation to include drill procedure and schedules.

5. The principals shall not ask school security officer or law enforcement officers to engage in discipline matters, violations of board policy or school policy.
  6. The principals shall utilize SSOs or law enforcement officers to assist with any action pertaining to students or staff in which the safety of any parties could be impacted.
  7. The principals shall report to their SSO and law enforcement officers any criminal act by an adult or adults on school property and any criminal act, other than simple assault and/or vandalism, committed by a student on school property.
  8. The principals shall ensure that all staff are aware of the child abuse reporting and training requirements mandated by the Tennessee Code Annotated.
  9. The principals shall provide the school's SSO and law enforcement officer(s) with reasonable work space to include desk, internet connection, and other appropriate supplies.
- C. School Security Division and School Security Officer Duties and Responsibilities
1. The SSO shall keep his or her principal and law enforcement officer apprised of any issues pertaining to safety and security.
  2. The school security division shall coordinate with maintenance and operations the creation and assignment of proximity cards and appropriate keys for law enforcement officers.

3. The school security division shall coordinate the exchange of video footage on campuses and in buses with law enforcement as it pertains to criminal investigations. When possible, viewing of footage by law enforcement should occur upon request when criminal conduct is suspected, a copy of footage should be provided with a subpoena or court order/search warrant, or without a subpoena or court order/search warrant in cases of exigent circumstances.
4. SSO's shall report before school starts and shall stay after school ends.
5. The school security division will provide a daily worksheet to law enforcement agencies detailing assignments during the school year.
6. School security officers will receive the equivalent of forty (40) hours of the school resource officer training course.
7. School security officers will, as deemed appropriate by the Chief of Security, attend specialized training dealing with a wide variety of topics to include mental health, special education, FERPA, school discipline, and other applicable topics.

#### D. Law Enforcement Agencies Duties and Responsibilities

1. The law enforcement officer will arrive before the start of school and stay after school.

2. Overtime cost incurred by law enforcement agencies will be the responsibility of the agency.
3. Daily functions of law enforcement, to include extra duty assignments i.e. ballgames, dances, etc., will be subject to compliance with law enforcement agencies' rules and regulations.
4. Law enforcement will deploy school resource officers as appropriate to schools within Knox County and the deployment strategy and number of personnel will be at the discretion of the individual agency.
5. The law enforcement officer at a school may, at the request of the principal who asks for criminal investigation, participate and/or assist in meeting with parent/guardians and/or students.
6. If the law enforcement officer takes enforcement action to include the arrest of a student, parent/guardian, and/or school employee, the officer will attempt to do so in the least disruptive manner possible and notify the principal as soon as possible. If practicable, law enforcement should make an effort to notify the principal before the action.
7. Law enforcement officers who are assigned to the schools will, within 12 months of the assignment, complete the forty (40) hour school resource officer training course.
8. Law enforcement officers, as opportunities arise, will attend specialized training dealing with appropriate topics relating to their assignment.

E. District Attorney General's Office Duties and Responsibilities

1. The Juvenile Court/District Attorney General's Office and Agency staff will offer advice on criminal and law enforcement issues that arise in Knox County Schools. The Juvenile Court/District Attorney General's Office will be a resource for the Knox County Sheriff's Office, Knoxville Police Department, and Knox County Schools Security, and can use them for advice regarding criminal occurrences within the schools.

**III. CONCLUSION**

This Agreement can be canceled by any party upon thirty (30) days written notice. This Agreement constitutes a final written expression of all the terms of this Agreement, and is complete and is an exclusive statement of those terms.



IN WITNESS WHEREOF, the parties have caused the Agreement to be signed by their duly authorized officers.

Bob Thomas  
BOB THOMAS  
Knox County Schools Superintendent

Teresa Houstean-Hill  
TERRY HOUSTEAU-HILL, CHAIR  
Knox County Board of Education

Glenn Jacobs  
GLENN JACOBS  
Mayor, Knox County

Tom Spangler  
TOM SPANGLER  
Sheriff, Knox County, Tennessee

Madeline Rogero  
MADELINE ROGERO  
Mayor, City of Knoxville

Eve Thomas  
EVE THOMAS  
Chief, Knoxville Police Department

Charme Allen  
CHARME ALLEN  
Knox County District Attorney General

Approved by  
Knox County Board of Education

7/17/2019 (E)

CONTRACT NO. \_\_\_\_\_  
Approved as to Legal Form

Charles Swanson  
CHARLES SWANSON  
City of Knoxville Law Director

CONTRACT NO. 19-347  
Approved as to Legal Form

Bud Armstrong  
RICHARD "BUD" ARMSTRONG  
Knox County Law Director

By: Gary Dugler, Deputy