

**MEMORANDUM OF AGREEMENT BETWEEN THE KNOX COUNTY  
BOARD OF EDUCATION AND THE KNOXVILLE POLICE  
DEPARTMENT**

This Memorandum of Agreement (“Agreement”), made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between the KNOX COUNTY BOARD OF EDUCATION (“the Board”) and the KNOXVILLE POLICE DEPARTMENT (“KPD”), shall address the roles and responsibilities of both entities regarding law enforcement presence in Knox County Schools (“KCS”) within the corporate limits of the City of Knoxville. The Board manages and controls public schools within Knox County as well as appoints the Superintendent of the schools.

The purpose of this Agreement is to set forth guidelines to ensure that the Knoxville Police Department and the Board 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 Agreement 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 KCS that school discipline be administered in such a way as to keep students within the school setting to the greatest extent practicable.

It is the duty of KCS and KPD to 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, KCS and KPD have a shared goal to reduce justice system involvement of all students. In support of that goal, KPD, having jurisdictional authority within the corporate limits of the City of Knoxville, has agreed to staff each school within those corporate limits with a police officer specifically trained as a school resource officer (“SRO”).

Also, within 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 KCS, this Agreement 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. Knoxville Police Department
- III. Conclusion

**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, including student records, electronic communication, video, Department of Human Services/Department of Children's Services 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 KCSSD on policies impacting school safety or other issues addressed in this Agreement.

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 Agreement.

3. The Board will share appropriate information with KPD 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 SROs 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 the SROs 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 the SRO to engage in discipline matters, violations of board policy or school policy.

6. The principals shall utilize SSOs or SROs 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 SRO any criminal act by an adult or adults on school property and any criminal act other than minor property crimes committed by a student on school property. This is to allow the administration and law enforcement to discuss

the proper course of action on a case-by-case basis. The need to correct the student's behavior in the least intrusive way while following state law will be paramount in these decisions.

8. The principals shall ensure that all staff are aware of the child abuse reporting and training requirements mandated by Tennessee law.

9. The principals shall provide the school's SSO and SRO 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. SSOs shall keep their principal and SRO apprised of any issues pertaining to safety and security.

2. KCSSD shall coordinate with KCS maintenance and operations the creation and assignment of proximity cards and appropriate keys for law enforcement officers.

3. KCSSD shall coordinate the exchange of video footage on campuses and in buses with SROs and other law enforcement officers as it pertains to criminal investigations. When possible, viewing of footage by law enforcement officers should occur upon request when criminal conduct is suspected, and a copy of said 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. SSOs shall report before school starts and shall stay after school ends.

5. KCSSD will provide a daily worksheet to law enforcement agencies detailing assignments during the school year.

6. SSOs will receive the equivalent of forty (40) hours of the school resource officer training course.

7. SSOs 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, cultural competency, de-escalation and other applicable topics.

#### D. Knoxville Police Department Duties and Responsibilities

1. SROs will arrive before the start of school and stay after school.

2. Overtime costs incurred by KPD will be KPD's responsibility.
3. Daily functions of law enforcement, including extra duty assignments such as ball games, dances, etc., will be subject to compliance with KPD's rules and regulations.
4. KPD will deploy SROs as it deems appropriate to schools within the City of Knoxville, and the deployment strategy and number of personnel will be at the discretion of the Chief of Police. Staffing levels will be determined based on the needs and capacity of the department.
5. At the request of a principal who asks for criminal investigation, SROs may participate and/or assist in meeting with parent/guardians and/or students.
6. If an SRO takes law enforcement action, including the arrest of a student, parent/guardian, and/or school employee, the SRO will attempt to do so in the least disruptive manner possible and notify the principal as soon as possible. If practicable, the SRO should attempt to notify the principal before the action.
7. SROs will not intercede in any incident involving a special needs student unless requested by the Principal or their designee, or unless others are in imminent danger of significant injury or loss of life; otherwise, such incidents will be handled by school personnel trained in those issues.
8. SROs who are assigned to the schools will, within 12 months of the assignment, complete the forty (40) hour school resource officer training course.
9. SROs, as opportunities arise, will attend specialized training dealing with appropriate topics relating to their assignment.

### **III. CONCLUSION**

To ensure continuity of law enforcement coverage of schools inside the corporate limits of the City of Knoxville, this Agreement will be in effect until a new agreement can be researched and developed by the Board and approved by all entities involved. This Agreement will be reviewed at the end of each semester during the period in which this Agreement is in effect to determine the need for continued coverage based on the needs and capacity of both parties at that time. This Agreement may be canceled by either party upon thirty (30) days written notice. This Agreement constitutes a final written expression of all the terms of the

Agreement and is complete and is an exclusive statement of those terms.

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

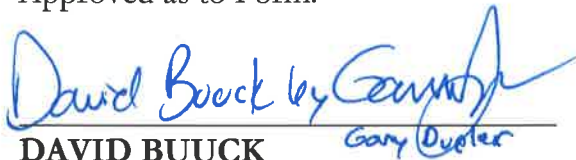
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**GLENN JACOBS**  
Mayor, Knox County, Tennessee

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**SUSAN HORN**  
Chair, Knox County Board of Education

Approved as to Form:

  
DAVID BUUCK

Law Director, Knox County, Tennessee

CONTRACT NO. 21-385

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**INDYA KINCANNON**  
Mayor, City of Knoxville

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**EVE M. THOMAS**  
Chief, Knoxville Police Department

Approved as to Form:

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**CHARLES W. SWANSON**  
Law Director, City of Knoxville