MEMORANDUM OF UNDERSTANDING BETWEEN THE
SHELBY COUNTY BOARD OF EDUCATION
AND SHELBY COUNTY SHERIFF'S OFFICE
RESOURCE OFFICER PROGRAM

Shelby County Board of Education ("SCBE") would like to continue to move the School Resource Officer ("SRO") Program into a new era. The SRO program has proven to be a success. The challenges facing schools are more complex than ever and require a huge commitment from the system, the community and all law enforcement agencies.

The Shelby County Sheriff's Office ("SCSO") has collaborated with local and national stakeholders and experts to create a program for its SROs that emphasizes mentoring, knowledge of adolescent development, cultural competency, disproportionate minority contacts, and effective interaction with youth. The SCSO SROs are committed to programs such as SHAPE and GRASSY while ensuring safety and security for the SCBE schools.

The SCSO has and continues to encourage SCBE to expand the SHAPE program to additional high schools and middle schools as a means of reducing the "school-to-prison pipeline," as well as recidivism.

SCBE and the SCSO have had the pleasure of working with a number of different law enforcement agencies with the SRO program. Although these agencies may be serving different areas and municipalities, it is our goal to bring all SROs together in working under the same guidelines when working in a Shelby County school.

Regardless of the agency or municipality, schools and law enforcement share common goals in serving the school population. Working toward safer and drug-free schools through enforcement and education can best be achieved through cooperation, consistency and commitment.

The parties recognize that the Shelby County Sheriff's Office is the only local law enforcement agency providing SROs to the SCS schools located within the City of Memphis limits, which creates great challenges for the SCSO, particularly with regard to after-school events.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 Employment and Assignment of School Resource Officers

The Shelby County Sheriff’s Office agrees to provide no more than thirty-six (36) School Resource Officers (SROs) during the 2019-2020 school year.

The SCBE and the SCSO shall mutually agree upon the schools to which the SCSO SROs are assigned and the number of SROs to be placed within each such school.

In addition, the SCSO plans to again provide two (2) Rapid Response Teams of SCSO Deputies to respond to critical incidents at SCBE schools.
The SROs and Deputies on the Rapid Response Team shall be employees of the SCSO and shall be subject to the administration, supervision and control of the SCSO.

Should the SCBE and/or the SCSO believe that it would be in the best interest of the SCBE and the community for the SCSO to provide more than thirty-six (36) SROs to the SCBE schools, the parties will discuss a written amendment to this Memorandum of Understanding to provide for same, pending the availability of funding and staffing effective upon signing by both Parties.

2.0 Costs for SROs

The parties recognize that SCSO will provide the base salary for a Deputy, either SRO or Rapid Response Team Member, would be Sixty-Two Thousand and Five Hundred Dollars ($62,500.00), exclusive of benefits, and that the SCSO is responsible for the payments of overtime, provision of a vehicle for the SROs and Rapid Response Team Members, and all other costs associated with the SROs assigned to SCBE.

The parties recognize that the SCBE expends in excess of Five Million Dollars annually on SROs for the SCBE. That sum included salaries, benefits, overtime, uniforms, training, and equipment, including vehicles.

SCBE representatives have agreed to apply for a grant(s) for SROs and to provide the SCSO with Fifty Thousand Dollars ($50,000.00) from grant funds it receives. These funds are expressly contingent on SCS receiving grant funds, which may not be provided to SCSO if grant funds are not successfully secured.

SCBE representatives agree to provide security personnel at schools to assist SCSO SROs as well as providing security personnel at overtime events in an effort to reduce the costs to the SCSO whenever possible. SCBE representatives have also committed to promptly advising SCSO SRO supervisors/commanders of its guidelines regarding “paid events” so that SCSO will be able to negotiate reimbursement in advance of staffing said events under separate agreement or by written Amendment.

Finally, SCBE representatives agree to include SCSO SROs in training opportunities that are offered SCBE security personnel, at no cost to the SCSO, including but not limited to CPI training. The parties agree that they will work to secure training opportunities for each other whenever possible.

3.0 Duties of School Resource Officers

3.1 To prevent juvenile delinquency through close contact with students and school personnel.

3.2 To serve as a liaison between the SCSO and the SCBE’s school principals, faculty and students.
3.3 To provide information to school counselors in situations where special services are needed.

3.4 To serve as a resource to the school principal in investigating criminal law violations occurring in the school or on school property.

3.5 To assist school administration and faculty in formulating school emergency response plans.

3.6 To confer with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the school campus or involving students at school related activities.

3.7 To work with other areas of the SCSO, including but not limited to the Community Support Services/Speakers Bureau, to formulate educational crime prevention programs to reduce the opportunity for crimes against persons and property in the schools to answer questions that students may have about criminal or juvenile law. Develop expertise in presenting various subjects, particularly in meeting federal and state mandates in drug abuse prevention education and shall provide these presentations at the request of the school personnel in accordance with the established curriculum.

3.8 To participate in the Parent-Teacher Association (PTA/PTO) meetings as requested in order to solicit their support and understanding of the SRO program and to promote awareness of law enforcement functions.

3.9 To coordinate with the school principals and be responsible for law enforcement and security activity at certain extra-curricular events as determined by the principal and the SCSO, based on operational necessity and funding issues.

3.10 To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community and act in a professional manner.

3.11 To enforce federal, state and local criminal laws and ordinances.

3.12 To assist other law enforcement officers/agencies with outside investigations concerning students attending the school(s) to which the SRO is assigned.

3.13 To provide traffic control during the arrival and departure of students when a school crossing guard is absent and to enforce traffic laws on or around school property only in those schools in the unincorporated areas of Shelby County which have no other law enforcement officers available.
To refrain from functioning as a school disciplinarian. The School Resource Officer is not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law.

To take law enforcement action as necessary and notify the school principal as soon as possible when action is taken; whenever practicable, advise the principal before requesting additional enforcement assistance on campus.

Reaffirm their roles as law enforcement officers by wearing their uniforms, unless doing so would be inappropriate for scheduled school activities. The uniform will also be worn at events where it will enhance the image of the officers and their ability to perform their duties.

4.0 Responsibilities of the Shelby County Board of Education include:

4.1 Appointing a Shelby County Board of Education staff member who will coordinate school district activities, including but not limited to training for SROs beyond that which the SCSO provides in accordance with State law. The coordination includes but is not limited to ensuring that the SCSO, SROs and the SCBE security personnel work together on all activities involving SCBE schools such as reporting/investigation of actual/suspected criminal activity at/on the SCBE schools and grounds and extra-curricular activities. This coordination will ensure better protection for all SCBE schools, students, personnel, and the surrounding communities.

4.2 Appointing a Shelby County Board of Education staff member who will be available to assist the SRO with any unresolved issues.

4.3 Providing training and materials to assist SROs in the improvement of safety and drug use prevention programs.

4.4 Providing an office for SROs in each school to which they are assigned.

4.5 Working in conjunction with all participating agencies in the evaluation of the effectiveness of the SRO program and assist in implementation of new programs and initiatives.

4.6 At a school to which a SRO is assigned, and during the school’s hours of operation, to immediately notify the assigned SROs if it is believed that a crime has been committed at the school so the SRO may take action as necessary.

At any SCBE school to which a SRO is assigned, after the school’s hours of operation, to immediately notify the law enforcement agency with primary responsibility for that jurisdiction if it is believed that a crime has been committed so that the appropriate reports and notifications as necessary may
be made. The SRO Commander and assigned SROs will receive a written report of the incident/activity.

4.7 The SRO Commander will provide reports to municipal law enforcement agencies regarding crimes/criminal activities at SCBE schools within their municipal limits and will coordinate responses with those agencies.

4.8 Weapons, contraband, and other evidence of crimes that are located on SCBE property shall immediately be reported as set forth above and placed in the custody of a law enforcement officer as directed by the SRO Commander for use in a criminal investigation. Photographs of the items shall be made available to SCBE officials for use in any disciplinary actions.

GENERAL PROVISIONS

The terms of this Memorandum of Understanding shall commence on August 6, 2019 and shall terminate on July 31, 2020 (“termination date”).

A. The parties agree that any of the parties hereto shall have the right to terminate this MOU prior to the “termination date”, if and when it becomes necessary to do so, in the opinion of that party, but only after the requesting party has given the other parties sixty (60) days written notice of such intent to terminate.

B. This MOU contains all of the agreements of the parties and no oral representations from any party are binding. Each party agrees to operate in good faith to implement and maintain the duties of this MOU. When necessary, the parties may amend this MOU in writing if signed by all parties.

C. This MOU is complete and contains the entire understanding between the parties relating to the subject matter contained herein. This MOU supersedes any and all prior understandings, representations, negotiations and agreements relating hereto, whether written or oral.

D. The parties hereto, in the performance of this MOU, shall not act as agents, employees, partners, joint venture associates or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent entities and that nothing in this MOU shall be construed to create an employer/employee relationship or to allow any party to exercise control or direction over the manner or method by which the other parties transact their business affairs or provide their usual services.

E. The parties to this MOU agree during all relevant times that each will observe and comply with any applicable state, federal and local law, ordinance and/or regulation that in any manner affect the performance of this Memorandum of Understanding.
In the event of any ambiguity or conflict in any such guidelines, contract provisions or applicable laws or regulations, each party, in order to assure its compliance with the covenant set forth in this paragraph, shall be responsible for obtaining an accurate written interpretation of the same from the appropriate authority and copy the other party.

F. This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee.

G. This MOU may be executed in any number of counterparts, of which each shall be deemed to be an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this MOU, the parties may execute and exchange by facsimile or scanned e-mail counterparts of the signature pages.

H. If any portion of this MOU is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this MOU shall be deemed valid and operative, and to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by any party to enforce, against another party, any term or provision of this MOU shall not be deemed to be a waiver of such party's right to enforce against another party the same or any other such term or provision in the future.

I. This MOU shall be effective upon execution of the final signatory below. No party may assign its obligations and rights under this agreement without the prior written consent of the other parties, and any such prohibited assignment shall be void.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed effective as of the date and year written above:

SHELBY COUNTY BOARD OF EDUCATION
BOARD CHAIR, SHANTE K. AVANT

By: ___________________________ Date: ___________________________

SHELBY COUNTY BOARD OF EDUCATION
SUPERINTENDENT, DR. JORIS M. RAY

By: ___________________________ Date: ___________________________

SHELBY COUNTY SHERIFF’S OFFICE
FLOYD BONNER, JR.
By: ____________________________  Date: ____________________________

SHELBY COUNTY GOVERNMENT
LEE HARRIS

By: ____________________________  Date: ____________________________

[Signature]
SCS Associate General Counsel  8/13/19

Debra L. Fessenden
Sheriff's Office

______________________________  Date
Contract Administration
Assistant County Attorney