**MEMORANDUM OF UNDERSTANDING BETWEEN**

**[State the name of the law enforcement agency], HEREINAFTER “LAW ENFORCEMENT AGENCY” AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PUBLIC SCHOOLS**

 This Memorandum of Understanding (MOU) is made and entered as of the date fully executed below, by and between the [Law Enforcement Agency and the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County School District No. \_\_\_\_\_\_, also known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Public Schools (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL):

As used herein and in accordance with Neb. Rev. Stat. Secs. 79-2701 to 79-2704, “Law Enforcement Agency” means an agency or department of this state or any political subdivision thereof that is responsible for the prevention and detection of crime, the enforcement of penal, traffic or highway laws of this state or any political subdivision of this state, and the enforcement of arrest warrants. Law enforcement agency includes a police department, an office of a town marshal, an office of a county sheriff, the Nebraska State Patrol, and any department to which a deputy state sheriff is assigned as provided in Neb. Rev. Stat. Sec. 84-106.

 **WHEREAS**, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL and the Law Enforcement Agency share the goal of promoting school safety and a positive school climate;

 **WHEREAS**, All parties acknowledge that crime prevention is most effective when \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL, Law Enforcement Agency, parents, behavioral health professionals , and the community are working in a positive and collaborative manner;

 **WHEREAS**, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL and the Law Enforcement Agency agree it is important to create a school environment in which conflicts are de-escalated and students are provided developmentally appropriate and fair consequences for misbehavior that address the root causes of their misbehavior, while minimizing the Joss of instruction time;

 **WHEREAS**, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL staff should generally not involve Law Enforcement Agency in enforcement of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL discipline policies;

 **WHEREAS**, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL and the Law Enforcement Agency recognize that student contact with Law Enforcement Agency’s School Resource Officers and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL staff builds positive relationships leading to better student outcomes; and

 **WHEREAS**, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL and the Law Enforcement Agency agree that student discipline practices and referrals to the juvenile justice system need to be closely monitored to ensure fair and equitable treatment for all \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL students.

NOW, THEREFORE, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL and the Law Enforcement Agency agree as follows:

**Section 1. School Discipline and Law Enforcement Program Goals**

1. To create a common understanding (a) school administrators and teachers are ultimately responsible for school discipline and culture; (b) Law Enforcement Agency’s School Resource Officers should not be involved in the enforcement of school rules; and (c) a clear delineation of the roles and responsibilities of School Resource Officers as to student discipline, with regular review by all stakeholders, is essential.

2. To minimize student discipline issues so they do not become school-based to the juvenile justice system;

3. To promote effectiveness and accountability;

4. To provide training as available to School Resource Officers and appropriate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL staff on effective strategies to work with students that align with program goals;

5. To employ best practices so that all students are treated impartially and without bias by Law Enforcement Agency’s School Resource Officers and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL staff in alignment with applicable rules and procedures of Law Enforcement Agency and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL equity policies; and

6. To utilize best practices for training and oversight with the goal of reducing disproportionality.

**Section 2. Roles and Responsibilities for the OR SECURITY GUARDS Program regarding School Discipline.**

1. Disciplining students is the responsibility and authority of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL, school administrators, and parents. Law enforcement is the responsibility of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the Law Enforcement Agency. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL and the Law Enforcement Agency shall use best efforts to follow the principles in this MOU regarding the division between school discipline and law enforcement.

2. Law Enforcement Agency can provide assistance when: (a) required by law under Neb. Rev. Stat. §§79-262 and 79-293 or other state or City/County/Security Agency law; (b) there is a threat to the safety of students, teachers, or public safety personnel; (c) to assist with victims of crime, missing persons, and persons in mental health crisis; (d) in an attempt to prevent criminal activity from occurring; or (e) it is required as part of emergency management response.

3. Law Enforcement Agency should not act as a school disciplinarian. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL staff should not involve Law Enforcement Agency in disputes that are related to issues of school discipline; however Law Enforcement s staff serve as a complement to school staff, may provide education or act in the role of a mentor, counselor, or trusted adult as herein provided.

4. Law Enforcement should not interview students or collect evidence for solely \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL disciplinary purposes.

5. Law Enforcement shall follow \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PUBLIC SCHOOL policy that address when a parent or guardian will be notified or present, in a language such parent or guardian understands, if a student is subjected to questioning or interrogation by a School Resource Officer or other employee of Law Enforcement Agency in conjunction with a school official.

6. Law Enforcement shall follow \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PUBLIC SCHOOL policy that address under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by a School Resource Officer or other employee of Law Enforcement Agency in conjunction with a school official.

7. Law Enforcement Agency shall follow \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PUBLIC SCHOOL policy required by section 79-262 that address the type or category of student conduct or actions that will be resolved as a disciplinary matter by a school official and not subject to referral to law enforcement and the type of student conduct or actions that will be referred to law enforcement for prosecution.

8. Law Enforcement Agency shall keep detailed records on each student referral for prosecution in response to an incident occurring at school, on school grounds, or at a school-sponsored event and ensure that such records allow for analysis of related data and delineate: (a) The reason for such referral; and (b) Federally identified demographic characteristics of such student.

9. Law Enforcement will maintain a high level of professionalism and confidentiality of all matters regarding the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL, staff, and student information.

 **Section 3. Training.**

1. Law Enforcement personnel assigned to Public School shall attend a minimum of twenty contact hours of training focused on school-based law enforcement, including but not limited to, coursework focused on school law, student rights, understanding special needs of students and students with disabilities, conflict de-escalation techniques, ethics , teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, restorative justice practices, and preventing violence in school settings.

2. Administrators in each elementary and secondary school building where Law Enforcement personnel are assigned will take an additional twenty contact hours of training beyond their college coursework of school-based law enforcement, including, but not limited to course work focused on school law, student rights, understanding special needs of students and students with disabilities, conflict de-escalation techniques, ethics, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, restorative justice, and preventing violence in school settings.

**Section 4. Other Considerations.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL and the Law Enforcement Agency of agree that this MOU does not supersede any state statutes, City/County/ ordinances/POLICE DEPARTMENT/SHERIFF’S OFFICE/ General Orders and policies, and PUBLIC SCHOOL policies, including but not limited to the following: (a) minimum age limits for arrest; and (b) when Miranda rights shall be given prior to interviewing students.

**Section 5. Program Review.**

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL, in collaboration with A Law Enforcement Agency, shall create a student and parent complaint process to express a concern or file a complaint about Law Enforcement personnel and the practices of such personnel to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Law Enforcement Agency.

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL, in collaboration with the Law Enforcement Agency, shall conduct an annual review of the program and shall: (a) make modifications as necessary to accomplish stated OR SECURITY GUARDS program goals; and (b) create a report of the review to be provided to both parties and, to the extent permitted by law, made available online. The inter-local board will establish an evaluation process, to include community stakeholders, as part of the regular review of program goals and relevant data, including the specific measures, data points, and metrics included in the report. The first of the annual report will be for the 2019-2020 school year.

**Section 6. Community Partnerships.**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL and Law Enforcement Agency shall continue to partner with community and governmental agencies to further program goals, support strategies to divert students from the criminal justice system, and access additional support services for students.

**Section 7. Liability and Indemnification.**

Nothing in the performance of this MOU shall impose any liability for claims made against the parties, and the parties agree to indemnify the other for intentional wrongdoing or negligence by the offending party, related to this MOU.

**Section 8. Term, Termination, and Related Documents.**

The term of this MOU shall commence on the date this MOU is fully executed through December 31, 20~~--~~-, and thereafter may be automatically renewed for successive one (I) year terms for each calendar year until and unless either party provides the other party with a written notice of nonrenewal prior to the end of the one (I) year term. This MOU can be tenanted at any time without cause with six (6) months' written notice to the other party. Law Enforcement Agency and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL shall endeavor to incorporate this MOU into any annual funding inter-local agreements for establishment and funding of OR SECURITY GUARDS in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL schools. This MOU may be amended based on the annual review and new developments.

Agreed upon by:

Law Enforcement Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name and Title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_

SCHOOL DISTRICT OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Superintendent \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Or School Board of Education President