

MEMORANDUM OF UNDERSTANDING BETWEEN

[state the name of the Security agency], AND _____ PUBLIC SCHOOLS

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

WHEREAS, _____ PUBLIC SCHOOL and (Name of the Security 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, (Name of Security Agency), parents, behavioral health professionals, and the community are working in a positive and collaborative manner;

WHEREAS, _____ PUBLIC SCHOOL and (Name of the Security 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 loss of instruction time;

WHEREAS, _____ PUBLIC SCHOOL staff should generally not involve (Name of the Security Agency)'s Security Guard in enforcement of _____ PUBLIC SCHOOL discipline policies;

WHEREAS, _____ PUBLIC SCHOOL and (Name of the Security Agency) recognize that student contact with Security Agency's Security Guards and _____ PUBLIC SCHOOL staff builds positive relationships leading to better student outcomes; and

WHEREAS, _____ PUBLIC SCHOOL and (Name of the Security 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 (Name of the Security Agency) agree as follows:

Section 1. School Discipline and Security Program Goals

1. To create a common understanding (a) school administrators and teachers are ultimately responsible for school discipline and culture; (b) (Name of Security Agency)'s Security Guards should not be involved in the enforcement of school rules; and (c) a clear delineation of the roles and responsibilities of the Security Guards 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 Security Guards 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 (Name of the Security Agency)'s Security Guards and the policies of (Name of the Security Agency), and also by _____ PUBLIC SCHOOL staff in alignment with rules and procedures applicable to _____ PUBLIC SCHOOL equity policies; and
6. To utilize best practices for training and oversight with the goal of reducing any existing disproportionality.

Section 2. Roles and Responsibilities regarding School Discipline.

1. Disciplining students is the responsibility and authority of _____ PUBLIC SCHOOL, school administrators, and parents. Security is the responsibility of _____ (Name of the Security Agency). _____ PUBLIC SCHOOL and (Name of the Security Agency) shall use best efforts to follow the principles in this MOU regarding the division between school discipline and Security.
2. (Name of Security Agency) can provide assistance when: (a) authorized by law under Neb. Rev. Stat. §§79-262 and 79-293 or other 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. The Security Guard should not act as a school disciplinarian. _____ PUBLIC SCHOOL staff should not involve (Name of the Security Agency) in disputes that are related to issues of school discipline; however, security staff serve as a complement to school staff, provide education or act in the role of a mentor, counselor, or trusted adult as herein provided.
4. Security Guards should not interview students or collect evidence for solely _____ PUBLIC SCHOOL disciplinary purposes.
5. (Name of Security Agency) shall inform _____ PUBLIC SCHOOL of its policy that addresses when a parent or guardian will be notified or present, if a student is subjected to questioning or interrogation by a Security Guard or other employee of (Name of the Security Agency). IF APPLICABLE: _____ Public School's policy that addresses when a parent or guardian will be notified or present if a student is subjected to questioning or interrogation by a school official or by an

Security Guard in conjunction with a school official may be found at [describe location]. _____PUBLIC SCHOOL will develop provide written notice of the (name of Security Agency) policy and any _____PUBLIC SCHOOL policy or regulation on this topic as described above and annually distribute make that information available to all parents or guardians in a language such parent or guardian understands.

6. (Name of Security Agency) shall inform _____PUBLIC SCHOOL of its policy that addresses under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by a security guard. . _____PUBLIC SCHOOL will develop provide notice of the (name of Security Agency) policy and any _____PUBLIC SCHOOL policy of regulation on this topic and annually distribute addressing students being advised of constitutional rights prior to being question or interrogated by a school official or by a Security Guard in conjunction with a school official and make that information available to all parents or guardians.

7. (Name of Security Agency) and _____PUBLIC SCHOOL will both comply with the school's rules and standards concerning the type or category of student conduct or actions tht 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 as required by section 79-262 RRS. These rules and standards may be found at (INSERT REFERENCE).

8. (Name of Security Agency) shall keep records on each response to an incident occurring at school, on school grounds.

9. Security Guards of (Name the Security Agency) will maintain a high level of confidentiality of all matters regarding the _____PUBLIC SCHOOL, staff, and student information.

Section 3. Training.

1. Within six months , (Name of Security Agency) personnel of being assigned as Security Guards to _____ Public School, each Security Guard shall have completed a minimum of twenty 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. Assignments as an Security Guard that do not meet the definition of "Security Guard" found at Section 79-2702 R.R.S. do not trigger the full are not subject to the requirements of the Security Guard of this MOU, but the use of temporary Security Guard such assignments should not be used to circumvent the training requirements set forth in the model MOU in this paragraph.

2. Within six months of a Security Guard being assigned to a school building, a minimum of one administrator in each elementary and secondary school building will have completed a minimum of twenty hours of training, excluding previous college coursework focused on 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. Program Review.

1. (Name of Security Agency) will inform _____ PUBLIC SCHOOL, of its process for accepting student and parent complaints regarding its Security Guards. In collaboration with (Name of the Security Agency), _____ PUBLIC SCHOOL shall provide written notice of the (Name of Security Agency) policy and make that information available to all parents or guardians. If such process does not exist, complaints will be forwarded to (Name of Security Agency).

2. _____ PUBLIC SCHOOL, in collaboration with (Name of the Security 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 parties 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 first full school year following the formation of this MOU.

Section 5. Community Partnerships.

_____ PUBLIC SCHOOL and (Name of the Security Agency) shall continue to collaborate 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 6. 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 7. Term, Termination, and Related Documents.

(The Security Agency and the Public School should address and agree upon term/termination/renewal based on local needs.)

Agreed upon by:

Security Agency: __ (name and Title) _____

__ Date _____

SCHOOL DISTRICT OF _____

Superintendent _____ Date

or School Board of Education President