

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**[state the name of the 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 [name of Law Enforcement Agency] and the \_\_\_\_\_ County School District No. \_\_\_\_\_, also known as \_\_\_\_\_ Public Schools ( \_\_\_\_\_ PUBLIC SCHOOL):

(Description of the school and law enforcement agency)

**WHEREAS,** \_\_\_\_\_ PUBLIC SCHOOL and the (name of 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, (name of Law Enforcement Agency), parents, behavioral health professionals, and the community are working in a positive and collaborative manner;

**WHEREAS,** \_\_\_\_\_ PUBLIC SCHOOL and the (name of 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 loss of instruction time;

**WHEREAS,** \_\_\_\_\_ PUBLIC SCHOOL staff should generally not involve the (name of Law Enforcement Agency)'s Student Resource Officer(s), (SRO), in enforcement of \_\_\_\_\_ PUBLIC SCHOOL discipline policies;

**WHEREAS,** \_\_\_\_\_ PUBLIC SCHOOL and (name of Law Enforcement Agency) recognize that student contact with (name of Law Enforcement Agency)'s SROs and \_\_\_\_\_ PUBLIC SCHOOL staff builds positive relationships leading to better student outcomes; and

**WHEREAS,** \_\_\_\_\_ PUBLIC SCHOOL and the (name of 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 (name of 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) SROs should not be involved in the enforcement of school rules; and (c) a clear delineation of the roles and responsibilities of SROs 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 SROs 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 Law Enforcement Agency)'s SROs and the policies of [name of Law Enforcement 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. Law enforcement is the responsibility of (name of Law Enforcement Agency). \_\_\_\_\_ PUBLIC SCHOOL and (name of Law Enforcement Agency) shall use best efforts to follow the principles in this MOU regarding the division between school discipline and law enforcement.
2. (Name of 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. The SRO should not act as a school disciplinarian. \_\_\_\_\_ PUBLIC SCHOOL staff should not involve the SRO in disputes that are related to issues of school discipline; however, the SRO may 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. The SRO should not interview students or collect evidence for solely \_\_\_\_\_ PUBLIC SCHOOL disciplinary purposes.
5. (Name of Law Enforcement 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 School Resource Officer or other employee of (name of Law Enforcement 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 SRO in conjunction with a school official may be found at [describe location]. \_\_\_\_\_ PUBLIC SCHOOL will provide written notice of the (name of LAW ENFORCEMENT AGENCY) policy and any \_\_\_\_\_ PUBLIC SCHOOL policy or regulation as described

above and make that information available to all parents or guardians in a language such parent or guardian understands.

6. (Name of Law Enforcement 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 SRO or other employee of (name of Law Enforcement Agency). \_\_\_\_\_PUBLIC SCHOOL will provide notice of the (name of Law Enforcement Agency) policy and any \_\_\_\_\_PUBLIC SCHOOL policy or regulation addressing students being advised of constitutional rights prior to being question or interrogated by a school official or by a SRO in conjunction with a school official and make that information available to all parents or guardians.

7. (Name of Law Enforcement Agency) and \_\_\_\_\_PUBLIC SCHOOL will both comply with the school’s rules and standards concerning the type or category of student conduct or actions that will be resolved as a disciplinary matte 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 R.R.S. These rules and standards may be found at [INSERT REFERENCE] .

8. (Name of Law Enforcement Agency) shall keep records on each student referral by a SRO 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. School Resource Officers of (Name the Law Enforcement 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 of being assigned as SROs to \_\_\_\_\_ Public School, each SRO 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 a SRO that do not meet the definition of “School resource officer” found at Section 79-2702 R.R.S. are not subject to the requirements of this MOU, but the use of such assignments should not be used to circumvent the training requirements set forth in in this paragraph.

2. Within six months of a SRO 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 Law Enforcement Agency) will inform \_\_\_\_\_ PUBLIC SCHOOL, of its process for accepting student and parent complaints regarding its SROs. In collaboration with (Name of Law Enforcement Agency), \_\_\_\_\_ PUBLIC SCHOOL shall provide written notice of the (Name of Law Enforcement 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 Law Enforcement Agency).

2. \_\_\_\_\_ PUBLIC SCHOOL, in collaboration with the (Name of 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 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 Law Enforcement 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 Law Enforcement Agency and the Public School should address and agree upon term/termination/renewal based on local needs.))

Agreed upon by:

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

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

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

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

\_\_\_\_\_

or School Board of Education President