

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF LINCOLN AND LINCOLN PUBLIC
SCHOOLS
REGARDING SCHOOL DISCIPLINE AND SCHOOL RESOURCE OFFICERS**

This Memorandum of Understanding (MOU) is made and entered as of the date fully executed below, by and between the City of Lincoln (City) on behalf of the Lincoln Police Department (LPD), and the Lancaster County School District No. 001, also known as Lincoln Public Schools (LPS):

WHEREAS, LPS and City share the goal of promoting school safety and a positive school climate;

WHEREAS, LPS and City have a successful partnership spanning decades of enhancing the safety of LPS students with the School Resource Officer (SRO) program wherein LPD officers are assigned to LPS schools, and agree to continue and enhance the operation of an SRO program;

WHEREAS, all parties acknowledge that crime prevention is most effective when LPS, LPD, parents, behavioral health professionals, and the community are working in a positive and collaborative manner;

WHEREAS, LPS and City 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, LPS staff should generally not involve LPD's School Resource Officer(s) (SRO) in enforcement of LPS discipline policies;

WHEREAS, LPS and City recognize that student contact with LPD's SROs and LPS staff builds positive relationships leading to better student outcomes; and

WHEREAS, LPS and City 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 LPS students.

NOW, THEREFORE, LPS and City agree as follows:

Section 1. School Discipline and Law Enforcement Program

Goals.

1. To create a common understanding that: (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

referrals to the juvenile justice system;

3. To promote effectiveness and accountability;
4. To provide training as available to SROs and appropriate LPS 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 SROs and LPS staff in alignment with applicable City and LPS 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 SRO Program Regarding School Discipline.

1. Disciplining students is the responsibility and authority of LPS, school administrators, and parents. Law enforcement is the responsibility of LPD. LPS and City shall use best efforts to follow the principles in this MOU regarding the division between school discipline and law enforcement.

2. SROs can provide assistance when: (a) required by law under Neb. Rev. Stat. §§ 79-262 and 79-293 or other state or City 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. SROs should not act as school disciplinarians. LPS staff should not involve SROs in disputes that are related to issues of school discipline; however, SROs and other LPD staff 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. SROs should not interview students or collect evidence for solely LPS disciplinary purposes.

5. LPD shall inform LPS 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 an SRO. LPS shall provide written notice of the LPD policy or regulation and make the location of that information available to all parents or guardians. LPS shall provide written notice of any LPS policy related to the school official's questioning or interrogation of students made in conjunction with an employee of LPD. LPS shall make the location of that policy available to all parents or guardians.

6. LPD shall inform LPS of its policy that addresses under what circumstance a student shall be advised of constitutional rights prior to being questioned or interrogated by an SRO. LPS shall provide written notice of the LPD policy and any LPS policy addressing students being advised of constitutional rights prior to being questioned or interrogated by a school official or by a school official in conjunction with an SRO or an employee of LPD. LPS shall make the location of those policies available to all parents or guardians.

7. LPD and LPS shall 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 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 Neb. Rev. Stat. § 79-262. LPS shall make the location of that information available to all parents or guardians.

8. LPD shall keep records on each student referral by an 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 or related data and delineate: (a) The reason for such referral; and (b) Federally identified demographic characteristics of such student.

9. LPD's SROs shall maintain a high level of confidentiality of all matters regarding LPS staff and student information.

Section 3. Training.

1. Within six (6) month of being assigned as SROs to LPS, 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 an SRO that do not meet the definition of "School resource officer" found in Neb. Rev. Stat. § 79-2702 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 this paragraph.

2. Within six (6) months of an SRO being assigned to a school building, a minimum of one (1) administrator in that school building will have completed a minimum of twenty (20) hours of training, 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.

3. Training completed prior to the adoption of this MOU shall count toward the accumulation of twenty (20) hours of required training.

Section 4. SRO Program Review.

1. LPD shall inform LPS of its process for accepting complaints regarding SROs. In collaboration with LPD, LPS shall develop notice of the LPD policy and make the location of that information available to all parents or guardians. If such a process does not exist, complaints shall be forwarded to LPD.

2. LPS, in collaboration with LPD, shall conduct an annual review of the SRO program and shall: (a) make modifications as necessary to accomplish stated SRO 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 interlocal 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 5. Community Partnerships.

LPS and LPD 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 alleged offending party, related to this MOU.

Section 7. Term, Termination, and Related Documents.

1. The term of this MOU shall commence on January 1, 2021, through August 31, 2021, and thereafter may be automatically renewed for successive one (1) year terms until and unless either party provides the other party with a written notice of nonrenewal prior to the end of the one (1) year term. This MOU can be terminated at any time without cause with six (6) months' written notice to the other party. City and LPS shall endeavor to incorporate this MOU into any annual funding interlocal agreements for establishment and funding of SROs in LPS schools. This MOU may be amended in writing based on the annual review and new developments.

2. This MOU supersedes and terminates the MOU adopted by the City (via Resolution Number A-91046) and LPS in May 2018, effective January 1, 2021.

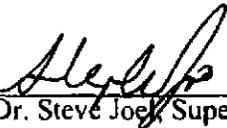
CITY OF LINCOLN



Leirion Gaylor Baird, Mayor

12/17/2020
Date

LANCASTER COUNTY SCHOOL DISTRICT NO. 001



Dr. Steve Joek, Superintendent MB

12/1/20
Date