**MEMORANDUM OF UNDERSTANDING BETWEEN**

**[state the name of the Security agency] , HEREINAFTER “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 [Security 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, “Security Agency” means a contractor that employs security guards used by a school district, and “Security Guard” means a person who is contracted or employed by a security agency to protect buildings and people and who does not have law enforcement authority or the power to arrest under any apparent authority in the jurisdiction where such person is contracted or employed as a security guard. A security guard may be an off-duty peace officer.

**WHEREAS**, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL and 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, Security Agency, parents, behavioral health professionals , and the community are working in a positive and collaborative manner;

**WHEREAS**, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL and 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 Joss of instruction time;

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

**WHEREAS**, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL and 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 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 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) 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 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 Security Agency’s Security Guards and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL staff in alignment with applicable rules and procedures of Security 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 SECURITY GUARDS Program regarding School Discipline.**

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

2. 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. Security Agency should not act as a school disciplinarian. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL staff should not involve Security Agency in disputes that are related to issues of school discipline; however, Security 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. Security Guards should not interview students or collect evidence for solely \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL disciplinary purposes.

5. Security Guards shall follow \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PUBLIC SCHOOL policy [identify 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 Security Guard in conjunction with a school official.

6. Security Guards shall follow \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PUBLIC SCHOOL policy [identify policy] that address under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by a Security Guard operating in conjunction with a school official.

7. Security Guards shall follow \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PUBLIC SCHOOL policy [identify 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 to referral to law enforcement.

8. Security Guards shall keep detailed records on each response to an incident occurring at school, and on school grounds~~.~~

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

**Section 3. Training.**

1. Security guards and other Security Agency personnel assigned to Public School shall attend a minimum of twenty contact hours of training focused on school-based Security, 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 Security personnel are assigned will take an additional twenty contact hours of training beyond their college coursework of school-based Security, 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 Security 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 Security Agency, shall create a student and parent complaint process to express a concern or file a complaint about Security Guards and the practices of such Security Guards with the Security Agency.

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PUBLIC SCHOOL, in collaboration with 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 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 Security 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. Security 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:

Security Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name and Title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

Or School Board of Education President