

# **City of Scottsbluff, Nebraska**

**Monday, December 6, 2021**

**Regular Meeting**

## **Item Reports4**

**Council to discuss and consider action on the Memorandum of Understanding between the Scottsbluff Police Department and Scottsbluff Public Schools and authorize the Mayor to sign the Memorandum of Understanding.**

**Staff Contact: Dustin Rief, City Manager**

## Agenda Statement

Item No. \_\_\_\_\_

For Meeting of: \_\_\_\_\_

**AGENDA TITLE:** Memorandum of Understanding between Scottsbluff Police Department and Scottsbluff Public Schools

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Police Department

**PRESENTATION BY:** Kevin Spencer, Chief of Police

**SUMMARY EXPLANATION:** This Memorandum of Understanding (MOU) is a collaborative effort between the Scottsbluff Police Department and the Scottsbluff Public Schools to provide students, faculty, and staff a safe work environment, by assigning two (2) police officers to the schools during the school year and special events.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Approval

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### EXHIBITS

Resolution ☐ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) Memorandum of Understanding

**NOTIFICATION LIST:** Yes ☐ No ☐ Further Instructions ☐  
Please list names and addresses required for notification.

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

Rev: 11/15/12 City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**Scottsbluff Police Department and Scottsbluff Public Schools**

This Memorandum of Understanding (MOU) is made and entered on the date fully executed below, pursuant to Section 13-801, et. seg., of the State of Nebraska, more commonly known as the Interlocal Cooperation Act, by the parties identified as the Scottsbluff Police Department and Scottsbluff Public School District No. 32, also known as Scottsbluff Public Schools:

Terms used herein shall be defined by Neb. Rev. Stat. Section 79-2702.

**WHEREAS**, Scottsbluff Public Schools and the Scottsbluff Police Department acknowledge the findings and declarations of the Nebraska Legislature (Neb. Rev. Stat. Section 79-2701);

**WHEREAS**, Scottsbluff Public Schools and the Scottsbluff Police Department agree that students, faculty, and staff are entitled to attend and work in a safe environment;

**WHEREAS**, Scottsbluff Public Schools and the Scottsbluff Police Department agree that parents and guardians of students have a vested interest in being immediately informed of disciplinary action by the school or investigative actions by law enforcement;

**WHEREAS**, Scottsbluff Public Schools and the Scottsbluff Police Department find that in a collaborative and mutually supportive environment, it is necessary to delineate the roles and responsibilities of school resource officer(s) and school officials;

**WHEREAS**, Scottsbluff Public Schools and the Scottsbluff Police Department understand that it is the responsibility of schools to respond to and manage disciplinary issues and that the primary role of school resource officer(s) should be to enhance safety with the understanding that school resource officers also work to prevent and respond to law violations and serve as a community resource for students, parents, and school staff;

**WHEREAS**, the State of Nebraska has clearly delineated the requirements of a School Resource Officer Program Memorandum of Understanding (Neb. Rev. Stat. Section 79-2704);

**NOW, THEREFORE**, Scottsbluff Public Schools and the Scottsbluff Police Department agree as follows:

#### **Section 1. Supersedes prior MOUs.**

This MOU supersedes all prior MOUs between Scottsbluff Public Schools and the Scottsbluff Police Department regarding the School Resource Officer Program.

#### **Section 2. Assignment.**

The Scottsbluff Police Department agrees to assign two (2) peace officers as a school resource officer to the Scottsbluff Public Schools during the term of this MOU with no less than seventy-five percent (75%) of hours worked directed toward the welfare and support of the students, families, staff, faculty, and administration of the Scottsbluff Public Schools throughout the school year.

#### **Section 3. Employment.**

The school resource officer shall remain employees of the Scottsbluff Police Department with compensation and fringe benefits paid directly by the City of Scottsbluff in accordance with City of Scottsbluff policies, as established for its employees. The City of Scottsbluff shall maintain appropriate worker's compensation and unemployment insurance coverage for the school resource officer. These employees shall function under the direction and supervision of the Scottsbluff Police Department and shall be governed by the policies, procedures, rules, and regulations thereof.

#### **Section 4. Compensation.**

The City of Scottsbluff and the Scottsbluff Police Department agree to share costs associated with the School Resource Officer Program, during the school year and agreed upon events. This will be divided as follows: Scottsbluff Public Schools shall pay fifty percent (50%) of the combined costs of the school resource officer's wages and fringe benefits (e.g. social security, Medicare, health insurance, life insurance, disability insurance, vacation/sick leave, retirement contributions, etc.) and the City of Scottsbluff shall pay fifty percent (50%) of the combined costs.

## **Section 5. Property.**

Any property acquired by any party to this MOU for the cooperative undertaking described herein shall be owned and held by the party paying for its acquisition and shall remain the property of the party who initially purchased it upon the completion or termination of this MOU.

## **Section 6. Office Space, Computer Access, and Materials.**

The Scottsbluff Public Schools agrees to provide the school resource officer with the office space, office equipment, computer access, telephone access and office supplies necessary to carry out in-school responsibilities. The Scottsbluff Police Department agrees to provide the school resource officer with the uniforms, equipment, supplies, and computer access to carry out law enforcement responsibilities.

## **Section 7. Training.**

1. If not completed prior to the initiation of this MOU, the school resource officer shall attend a minimum of twenty (20) hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.
2. If not completed prior to the initiation of this MOU, a minimum of one administrator in each elementary or secondary school, where the school resource officer is assigned, shall attend a minimum of twenty (20) hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers and security guards, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.

## **Section 8. Records.**

The Scottsbluff Public Schools shall ensure records are kept on each student referral for prosecution from a school resource officer 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:

1. The reason for such referral; and
2. Date of incident; and
3. Federally identified demographic characteristics of the student

**Section 9. Information Collection, Use and Dissemination.**

The Scottsbluff Public Schools and Scottsbluff Police Department agree to collect, use and disseminate information involving personally identifiable information from student records in accordance with the policies of the City of Scottsbluff, Nebraska and the School District No. 32 Scotts Bluff County, Nebraska. Each party further agrees that such collection, use and dissemination will comply with Nebraska law and federal privacy laws including the Family Educational Rights and Privacy Act of 1974 (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**Section 10. Criminal investigation; Notification of Parent or Guardian.**

The Scottsbluff Public School's POLICY NUMBER 5413, address when a parent or guardian will be notified or present, in a language that such parent or guardian understands, if a student is subjected to questioning or interrogation by a school official or by a school resource officer operating in conjunction with a school official.

**Section 11. Criminal investigation; Advisement of Constitutional Rights.**

The Scottsbluff Police Department POLICY 32.1 address under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by a school official or by a school resource officer or security guard operating in conjunction with a school official.

**Section 12. School referrals to law enforcement.**

The Scottsbluff Public School's POLICY NUMBER 5101 required by section 79-262, address the type or category of student conduct or actions that will be referred to law enforcement for prosecution.

**Section 13. Complaints about a school resource officer.**

Students, parents, school officials, etc. may express a concern or file a complaint about the performance of a school resource officer by contacting the Scottsbluff Chief of Police at the Scottsbluff Police Station (1801 Avenue B / 308-630-6261). or the Secretary of the Scottsbluff Civil Service Commission at the Scottsbluff City Hall (2525 Circle Dr. / 308-630-6216).

#### **Section 14. Roles and Responsibilities.**

1. Disciplining students is the responsibility and authority of the Scottsbluff Public Schools, school administrators, and parents. Law enforcement is the responsibility of Scottsbluff Police Department. School resource officer(s) should not act as school disciplinarians. Scottsbluff Public Schools and the Scottsbluff Police Department shall endeavor to follow the principles in this MOU regarding the division between school discipline and law enforcement.
2. The Scottsbluff Public Schools staff should not involve Scottsbluff Police Department in incidents that are matters of school discipline; however, school resource officer(s) may be a resource to complement school staff by providing education; acting in the role of a mentor, counselor, or trusted adult, etc.
3. School resource officer(s) should not interview students or collect evidence for solely Scottsbluff Public Schools disciplinary purposes.
4. School resource officer(s) may act when: (a) required or permitted by State, County, or City law; or Scottsbluff Police Department policies or procedures; (b) there is a threat to the safety of students, staff, or others; (c) searching for a missing person; (d) assisting crime victims and persons in mental health crisis; (e) attempting to prevent crime; or (f) it is required as part of an emergency management response.
5. School resource officer(s) will also: (a) maintain open communication and receive feedback from School Principals; (b) coordinate Department resources to enhance success of the Scottsbluff Public Schools and the Department; (c) Serve on the Community/School District Crisis Response Team for the purpose of reviewing policies and safety concerns related to hazardous materials, threats of violence, poison control, emergencies and other dangerous conditions; (d) Serve on the School Threat Assessment Team for the purpose of collaborative threat assessment and management; (e) report physical security challenges to School Principals; and (f) effectively handle school records as permitted by School Principals; (g) Serve on the District Safety and Security Team.
6. School Principals will: (a) provide the school resource officer(s) with guidance regarding activities on school grounds; (b) arrange for necessary training for the school resource officer(s) relating to the operation of local schools; (c) Provide the Scottsbluff Police Department with input regarding the school resource officer'(s) performance; and (d) Disseminate records to the school resource officer(s) in accordance with the guidance enumerated in Section 9.
7. The Scottsbluff Public Schools staff and school resource officer(s) will exercise professionalism and discretion, as required by law and internal policies, regarding the Scottsbluff Public Schools staff and student information. The Scottsbluff Public Schools and the Scottsbluff Police Department shall share information required to be collected and held pursuant to Neb. Rev. Stat. Section 79-2704 through the school resource officer(s).

### **Section 15. Other Considerations.**

1. The Scottsbluff Public Schools and the Scottsbluff Police Department agree that this MOU does not supersede any state statutes, County or City laws, or the policies or procedures of the Scottsbluff Public Schools or those of the Scottsbluff Police Department.
2. The parties acknowledge that issues will arise during the term of this MOU which were not contemplated at the time of entering into this MOU, and the parties agree to use their best efforts to resolve those issues in a manner which is mutually beneficial and consistent with Program goals.

### **Section 16. Program Goals. School Resource Officer Program Goals:**

1. Enhance school safety and provide resources to school administrators, staff, faculty, students and the students' families.
2. Ensure everyone is treated fairly and impartially by school administrators, staff, faculty, and school resource officer(s). This includes monitoring and considering referrals made by school administrators, staff, and faculty to school resource officer(s).
3. Rely upon internal school processes, to include school discipline, as may be practical, as the primary means to address inappropriate student behavior.
4. Afford alternative opportunities to students and avoid unnecessarily involving the juvenile justice system.

### **Section 17. Additional Requirements.**

Should grant funding be made available from an external source (e.g., U.S. Department of Justice C.O.P.S. Office, etc.), the Scottsbluff Public Schools and Scottsbluff Police Department shall adhere to the requirements set forth by such funding source.

### **Section 18. Benefit, Liability and Indemnification.**

1. This MOU is for the benefit of the Scottsbluff Public Schools and the Scottsbluff Police Department only and does not create, nor is it intended to create, any benefit or liability to third parties. 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.
2. Each party further agrees to defend, indemnify, and hold harmless the other from and against all loss, liability, or expense that may be incurred by reason of any injury or loss resulting from, arising out of, or



in any way connected with this MOU. This MOU does not create a joint entity between the Parties and does not establish a separate legal entity for any purpose.

#### **Section 19. No Special Duty Created.**

The Scottsbluff Public Schools and the Scottsbluff Police Department agree the Scottsbluff Police Department is not undertaking to ensure the safety of students, staff, faculty, or visitors at Scottsbluff Public Schools or at any school activity. The Scottsbluff Police Department does not contractually undertake any special duty to protect the safety or security of any person or property by virtue of entering into this MOU.

#### **Section 20. Term, Termination, and Amendments.**

1. This MOU shall bind the parties, their successors, administrators, assigns, and other representatives or fiduciaries of the parties; and it is further agreed that this MOU may not be assigned by any party without the express written consent of all other parties.
2. The term of this MOU shall commence on the date the MOU is fully executed and shall remain in effect to the end of the calendar year. Thereafter, the MOU shall renew automatically for successive one (1) year terms, coinciding with each calendar year, until terminated as identified below.
3. This MOU may be terminated by either party, at any time and without cause, with four (4) months' written notice of termination/nonrenewal.
4. This MOU may be amended, upon agreement of both parties.

#### **Agreed upon by:**

Scottsbluff Police Department	_____	Date	_____
	Jeanne McKerrigan, Mayor of Scottsbluff		

Scottsbluff Public Schools	_____	Date	_____
	Superintendent or School Board of Education President		