MEMORANDUM OF UNDERSTANDING BETWEEN

CITY OF HASTINGS, HEREINAFTER "CITY" AND HASTINGS PUBLIC SCHOOLS

This Memorandum of Understanding (MOU) is made and entered as of the date fully executed below, by and between the City of Hastings (HASTINGS POLICE DEPARTMENT) and the HASTINGS PUBLIC SCHOOLS:

As used herein and in accordance with Neb. Rev. Stat. Secs. 79-2701 to 79-2704, "Law Enforcement Agency" means an agency or department of this state or any political subdivision thereof that is responsible for the prevention and detection of crime, the enforcement of penal, traffic or highway laws of this state or any political subdivision of this state, and the enforcement of arrest warrants. Law enforcement agency includes a police department, an office of a town marshal, an office of a county sheriff, the Nebraska State Patrol, and any department to which a deputy state sheriff is assigned as provided in Neb. Rev. Stat. Sec. 84-106.

WHEREAS, HASTINGS PUBLIC SCHOOLS and the HASTINGS POLICE DEPARTMENT share the goal of promoting school safety and a positive school climate;

WHEREAS, All parties acknowledge that crime prevention is most effective when HASTINGS PUBLIC SCHOOLS, the HASTINGS POLICE DEPARTMENT, parents, behavioral health professionals, and the community are working in a positive and collaborative manner;

WHEREAS, HASTINGS PUBLIC SCHOOLS and the HASTINGS POLICE DEPARTMENT 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, HASTINGS PUBLIC SCHOOLS staff should generally not involve the HASTINGS POLICE DEPARTMENT in enforcement of HASTINGS PUBLIC SCHOOL discipline policies;

WHEREAS, HASTINGS PUBLIC SCHOOLS and the HASTINGS POLICE DEPARTMENT recognize the student contact with The HASTINGS POLICE DEPARTMENT's School Resource Officers and HASTINGS PUBLIC SCHOOL staff builds positive relationships leading to better student outcomes; and

WHEREAS, HASTINGS PUBLIC SCHOOLS and the HASTINGS POLICE DEPARTMENT 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 HASTINGS PUBLIC SCHOOL students.

NOW, THEREFORE, HASTINGS PUBLIC SCHOOLS and the HASTINGS POLICE DEPARTMENT 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) The HASTINGS POLICE DEPARTMENT's School Resource Officers should not be involved in the enforcement of school rules.

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 Resource Officers and appropriate HASTINGS 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 The HASTINGS POLICE DEPARTMENT's School Resource Officers and HASTINGS PUBLIC SCHOOL staff in alignment with applicable rules and procedures of The HASTINGS POLICE DEPARTMENT and HASTING 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 the HASTINGS POLICE DEPARTMENT's School Resource Officer regarding School Discipline.

1. Disciplining students is the responsibility and authority of HASTINGS PUBLIC SCHOOL, school administrators, and parents. The HASTINGS POLICE DEPARTMENT has the responsibility of investigating any law violations and determining the outcome when a law violation is confirmed. HASTINGS PUBLIC SCHOOLS shall not investigate any potential law violation without the consent of the HASTINGS POLICE DEPARTMENT. HASTINGS PUBLIC SCHOOL and the HASTINGS POLICE DEPARTMENT shall use best efforts to follow the principles in this MOU regarding the division between school discipline and law enforcement.

2. The HASTINGS POLICE DEPARTMENT 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 HASTINGS POLICE DEPARTMENT should not act as a school disciplinarian. HASTINGS PUBLIC SCHOOL staff should not involve The HASTINGS POLICE DEPARTMENT in disputes that are related to issues of school discipline; however, Law Enforcement staff serving 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. Law Enforcement shall not interview students or collect evidence solely for the purpose of HASTINGS PUBLIC SCHOOL disciplinary purposes.

5. Law Enforcement shall follow HASTINGS PUBLIC SCHOOL policy that address 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 The HASTINGS POLICE DEPARTMENT, in conjunction with a school official. This provision shall not apply to emergency situations or situations where parental notification could potentially subject the student to harm.

6. Law Enforcement shall follow relevant case law that address under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by a School Resource Officer or other employee of The HASTINGS POLICE DEPARTMENT in conjunction with a school official.

7. The HASTINGS POLICE DEPARTMENT shall follow HASTINGS PUBLIC SCHOOL 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.

8. The HASTINGS POLICE DEPARTMENT shall keep detailed records on each student referral 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. The HASTINGS POLICE DEPARTMENT will maintain a high level of professionalism and confidentiality of all matters regarding the HASTINGS PUBLIC SCHOOLS, staff, and student information.

10. HASTINGS PUBLIC SCHOOLS will maintain a high level of professionalism and confidentiality of all matters regarding the HASTINGS POLICE DEPARTMENT, staff, and criminal investigations. This shall exclude public information as it relates to crimes the HASTINGS POLICE DEPARTMENT investigates upon school grounds.

Section 3. Training.

1. Law Enforcement personnel assigned to Public School shall complete a minimum of twenty contact 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.

2. Administrators in each elementary and secondary school building where Law Enforcement personnel are assigned will complete an additional twenty contact hours of training beyond their college coursework of 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. Other Considerations.

1. HASTINGS PUBLIC SCHOOLS and the HASTINGS POLICE DEPARTMENT agree that this MOU does not supersede any state statutes, City/County ordinances, POLICE DEPARTMENT General Orders and 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. HASTINGS PUBLIC SCHOOLS, in collaboration with the HASTINGS POLICE DEPARTMENT, shall create a student and parent complaint process to express a concern or file a complaint about Law Enforcement personnel. Any and all complaints against HASTINGS POLICE DEPARTMENT staff members will be fully investigated by the HASTINGS POLICE DEPARTMENT and not by HASTINGS PUBLIC SCHOOL staff.

Section 6. Community Partnerships.

HASTINGS PUBLIC SCHOOLS and The HASTINGS POLICE DEPARTMENT 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.

Both HASTINGS PUBLIC SCHOOLS and the HASTINGS POLICE DEPARTMENT agree to hold each other harmless for any legal liability and to indemnify each other, their employees, agents, and or elected officials against loss or expense, including, attorney's fees resulting from bodily injury, property damage, or personal injury arising out of the sole negligence of each entity.

Section 8. Wages and Reimbursement.

HASTINGS PUBLIC SCHOOLS agrees to pay 50% of all assigned School Resource Officers' salary and benefits. Payments will be made to the City of Hastings and not directly to the School Resource Officer. Training specific to School Resource Officers will be evaluated by both the HASTINGS POLICE DEPARTMENT and HASTINGS PUBLIC SCHOOLS for agreement of financial responsibility.

Section 9. Term, Termination, and Related Documents.

The term of this MOU shall commence on the date this MOU is fully executed through December 31, 2021, and thereafter may be automatically renewed for successive one (1) 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 (1) year term. This MOU can be terminated at any time without cause with six (6) months' written notice to the other party. This MOU may be amended based upon mutual consent.

Agreed upon by:

City of Hastings: _____ 8/10/2020

Corey Stutte, Mayor- City of Hastings — date

Hastings Police Department: _____ 08-05-2020

Adam Story, Chief of Police — date

Hastings Public Schools: _____ 8-11-20

Jeff Schneider, Superintendent — date