

RESOLUTION NO. 2025-58

WHEREAS, the City of Kearney, Kearney Police Department and Buffalo County School District No. 7, also known as Kearney Public Schools, continue to believe the presence of School Resource Officers from the Kearney Police Department is advantageous to the shared goal of promoting school safety and a positive school climate; and

WHEREAS, the City of Kearney, Kearney Police Department and Kearney Public Schools desire to update the current Interlocal Agreement that was approved by the Kearney City Council at their July 24, 2007 Regular City Council Meeting, by entering into a new Memorandum of Understanding updating and defining the School Resource Officer Program's purpose, equitable funding, liability, supervision, and other relevant issues.

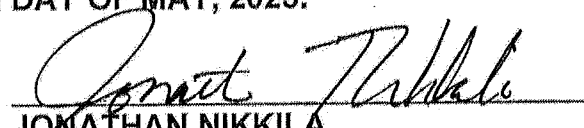
NOW, THEREFORE, BE IT RESOLVED by the President and Council of the City of Kearney, Nebraska, that it would be in the best interest of the citizens of Kearney to continue the School Resource Officer Program with Kearney Public Schools in accordance with the terms of the Memorandum of Understanding between the City of Kearney and the Kearney Public Schools. A copy of the Memorandum of Understanding marked Exhibit "A" is attached hereto and made a part hereof by reference.

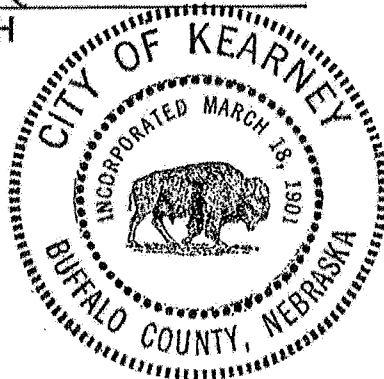
BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized and directed to execute the Memorandum of Understanding between the City of Kearney and Kearney Public Schools.

PASSED AND APPROVED THIS 13TH DAY OF MAY, 2025.

ATTEST:


PEGGY EYNETICH
CITY CLERK


JONATHAN NIKKILA
PRESIDENT OF THE COUNCIL
AND EX-OFFICIO MAYOR



MEMORANDUM OF UNDERSTANDING BETWEEN

KEARNEY POLICE DEPARTMENT AND

KEARNEY PUBLIC SCHOOLS

This Memorandum Of Understanding (MOU) is made and entered as of the date fully exercised below, by and between the Kearney Police Department and the Buffalo County School District No. 7, also known as Kearney Public Schools.

Kearney Police Department and Kearney Public Schools:

WHEREAS, Kearney Public Schools and the Kearney 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 Kearney Public Schools, Kearney Police Department, parents, behavioral health professionals, and the community are working in a positive and collaborative manner;

WHEREAS, Kearney Public Schools and the Kearney 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, Kearney Public Schools staff should generally not involve the Kearney Police Department's School Resource Officer(s), (SRO), in enforcement of Kearney Public Schools discipline policies;

WHEREAS, Kearney Public Schools and the Kearney Police Department recognize that student contact with Kearney Police Department's SROs and Kearney Public Schools staff builds positive relationships leading to better student outcomes; and

WHEREAS, Kearney Public Schools and the Kearney 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 Kearney Public Schools students.

NOW, THEREFORE, Kearney Public Schools and the Kearney 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) 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 available to SROs and appropriate Kearney Public Schools 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 Kearney Police Department's SROs and the policies of Kearney Police Department, and also by Kearney Public Schools staff in alignment with rules and procedures applicable to Kearney Public Schools equity policies; and
6. To utilize best practices for training and oversight with the goal of reducing any disproportionality

Section 2, Roles and Responsibilities regarding School Discipline.

1. Disciplining students is the responsibility and authority of Kearney Public Schools, school administrators, and parents. Law enforcement is the responsibility of the Kearney Police Department. Kearney Public Schools and Kearney Police Department shall use best efforts to follow the principles in this MOU regarding the division between school discipline and law enforcement.
2. Kearney 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; (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. Kearney Public Schools 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 Kearney Public Schools disciplinary purposes.
5. Kearney Police Department shall inform Kearney Public Schools 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 Kearney Police Department. Kearney Public Schools will provide written notice of the Kearney Police Department policy and any Kearney Public Schools 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. Kearney Police Department shall inform Kearney Public Schools of its policy addresses under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by an SRO or other employee of Kearney Police Department. Kearney Public Schools will provide notice of the Kearney Police Department policy and any Kearney Public Schools policy or regulation addressing students being advised of constitutional rights prior to being questioned or interrogated by a school official or by an SRO in conjunction with a school official and make that information available to all parents or guardians.
7. Kearney Police Department and Kearney Public Schools 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 matter by a school official and not subject to referral to law enforcement for prosecution as required by section 79-262 R.R.S. These rules and standards may be found at www.kearneypublicschools.org
8. Kearney Police Department 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 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 Kearney Police Department will maintain a high level of confidentiality of all matters regarding the Kearney Public Schools, staff, and student information.

Section 3. Training.

1. Within six months of being assigned as an SRO to Kearney Public Schools, 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 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 this paragraph.

2. Within six months of an 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 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, and preventing violence in school settings.

Section 4. Program Review.

1. Kearney Police Department will inform Kearney Public Schools of its process for accepting student and parent complaints regarding its SROs. In collaboration with Kearney Police Department, Kearney Public Schools shall provide written notice of the Kearney Police Department policy and make that information available to all parents or guardians.
2. Kearney Public Schools, in collaboration with Kearney Police Department, shall conduct an annual review of the program and shall: (a) make modifications as necessary to accomplish stated 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 reports will be for the first full school year following the formation of this MOU.

Section 5. Community Partnerships.

Kearney Public Schools and Kearney Police Department shall continue 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, Financial Agreement, and Related Documents.

Kearney Police Department and Kearney Public Schools agree this agreement will remain in force unless either party submits a 180 day written notice to the other party requesting to terminate the agreement.

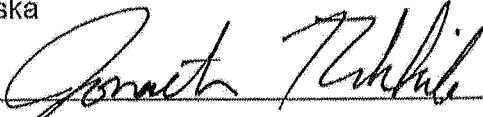
Furthermore, the parties agree to split the salary and benefits costs of the total number of Kearney Police Department SROs assigned to Kearney Public Schools on an equal basis, (50% cost sharing to each party).

The City will invoice KPS for the actual costs incurred pursuant to this agreement not more frequently than monthly. Upon receipt of acceptable invoices, KPS agrees to remit payment within (30) calendar days.

Agreed upon by:

The City of Kearney, Nebraska

Jonathan Nikkila, Mayor:



Date: 5/13/2025

Kearney Public Schools

Superintendent Jason Mundorf:



Date: 5/14/2025