

CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING

November 17, 2020

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska in the back of the Council Chambers. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

1. Open Meeting
Committee Chair Jack Oelschlager called the meeting to order at 5:16pm.

2. Roll Call
Ryan Present
Hinz:
Jack
Oelschlag Present
er:
Dale Present
Strehle:
Present: 3.

3. Items of Business
- A. Discuss and provide a recommendation to the City Council on entering into a Memorandum of Understanding with Crete Public Schools regarding administration of the School Resource Officer Program.

Recommend City Council enter into an MOU with Crete Public Schools regarding administration of the School Resource Officer Program. Carried with a motion by Dale Strehle and a second by Ryan Hinz.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 3, No: 0

4. Officers' Reports
5. Adjournment

The meeting was adjourned at 5:19pm.

Mayor

(SEAL)

City Clerk

I, Judi Meyer, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

City Clerk

(S E A L)

MEMORANDUM OF UNDERSTANDING BETWEEN
Crete Police Department and Crete 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 Crete Police Department and Saline County School District No. 2, also known as Crete Public Schools:

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

Student means a registered pupil of the Crete Public Schools.

School Discipline means punitive measures taken by the Crete Public Schools upon a student resulting in action distinctly separate from the juvenile justice system (e.g., detention, suspension, expulsion, etc.).

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

WHEREAS, Crete Public Schools and the Crete Police Department agree that students, faculty, and staff are entitled to attend and work in a safe environment and that the presence of school resource officer(s) are necessary to keep schools safe;

WHEREAS, Crete Public Schools and the Crete 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 the law enforcement or security agency;

WHEREAS, Crete Public Schools and the Crete 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, Crete Public Schools and the Crete 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, Crete Public Schools and the Crete Police Department agree as follows:

Section 1. Supersedes prior MOUs.

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

Section 2. Assignment.

The Crete Police Department agrees to assign one (1) peace officer as a school resource officer to the Crete 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 Crete Public Schools throughout the school year. The Crete Police Department and Crete Public Schools will work collaboratively to identify the peace officer who serves as the school resource officer to ensure that the peace officer assigned as the school resource officer is agreeable to both parties.

Section 3. Employment.

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

Section 4. Compensation.

City of Crete and Crete Police Department agree to share costs associated with the School Resource Officer Program as follows: The Crete Public Schools shall pay seventy-five percent (75%) 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 Crete shall pay twenty-five percent (25%) of the combined costs. The City of Crete and Crete Police Department will provide an invoice or other itemized breakdown of these costs to the Crete Public School District, upon the Crete Public School District's request.

Section 5. Property.

Any property acquired by any party to this memorandum of understanding 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 Crete 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 Crete 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 Crete 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 Crete Public Schools and Crete 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 Crete, Nebraska and the School District No. 2 of Saline 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). Crete Public Schools has previously established, and reiterates herein, that the Crete Police Department is the District's designated law enforcement unit under FERPA.

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

The Crete Public Schools Policy 5413 addresses 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 Crete Public Schools Policy 5413 and/or the Crete Police Department SOP 19-01 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 Crete Public Schools Policy 5101, required by section 79-262, addresses 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 Crete Chief of Police at the Crete Police Station (1945 Forest Avenue / 402-826-6411) or the Secretary of the Crete Civil Service Commission at the Crete City Hall (243 E. 13th Street / 402-826-6418);

Section 14. Roles and Responsibilities.

1. Disciplining students is the responsibility and authority of the Crete Public Schools, school administrators, and parents. Law enforcement is the responsibility of Crete Police Department. School resource officer(s) should not act as school disciplinarians. Crete Public Schools and the Crete Police Department shall endeavor to follow the principles in this MOU regarding the division between school discipline and law enforcement.
2. The Crete Public Schools staff should not involve Crete 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 Crete Public Schools disciplinary purposes.
4. School resource officer(s) may act when: (a) required or permitted by State, County, or City law; or Crete 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 Crete 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.

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 Crete 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 Crete Public Schools staff and school resource officer(s) will exercise professionalism and discretion, as required by law and internal policies, regarding the Crete Public Schools staff and student information. The Crete Public Schools and the Crete 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 Crete Public Schools and the Crete Police Department agree that this MOU does not supersede any state statutes, County or City laws, or the policies or procedures of the Crete Public Schools or those of the Crete 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. Program Review.

1. Annual Review.

a. The Crete Public Schools and the Law Enforcement Agency, along with community stakeholders, shall conduct an annual Program review and: (a) make modifications, as necessary, to accomplish Program goals; and (b) create a report of the review (Annual Report) which shall include Program goals and relevant measurable data, to the extent permitted by law. The Report shall be made available to the public, to include being made available online.

b. Crete Public Schools and the Crete Police Department shall include community stakeholders in the review of Program goals and relevant measurable data.

c. The annual report cycle will coincide with each school-year and be due at the Crete Public Schools Board's first meeting in September of the following school-year.

2. Oversight. The Crete Public Schools Superintendent and the Crete Chief of Police shall provide Program oversight and coordinate action, as may be necessary, to achieve Program goals.

Section 18. Community Partnerships.

The Crete Public Schools and Crete Police Department shall partner with other community and governmental entities to further Program goals, support strategies to divert students from the criminal justice system, and access additional support services for students.

Section 19. 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 Crete Public Schools and Crete Police Department shall adhere to the requirements set forth by such funding source.

Section 20. Benefit, Liability and Indemnification.

1. This MOU is for the benefit of the Crete Public Schools and Crete 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 the use of parts under 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 21. No Special Duty Created.

The Crete Public Schools and the Crete Police Department agree the Crete Police Department is not undertaking to ensure the safety of students, staff, faculty, or visitors at Crete Public Schools or at any school activity. The Crete 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 22. 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' notice of termination/nonrenewal.
4. This MOU may be amended, upon agreement of both parties.

Agreed upon by:

Crete Police Department

Dave Bauer, Mayor
City of Crete

Date _____

Crete Public Schools

Justin Kuntz, President
Crete Public Schools Board of Education

Date _____