

MEMORANDUM OF UNDERSTANDING BETWEEN

BUFFALO COUNTY SHERIFF'S OFFICE

AND

SHELTON PUBLIC SCHOOLS

This Memorandum Of Understanding (MOU) is made and entered as of the date fully exercised below, by and between the Buffalo County Sheriff's Office and Shelton Public Schools.

Buffalo County Sheriff's Office and Shelton Public Schools:

WHEREAS, Shelton Public Schools and the Buffalo County Sheriff's Office share the goal of promoting school safety and a positive school climate;

WHEREAS, All parties acknowledge that crime prevention is most effective when Shelton Public Schools, Buffalo County Sheriff's Office, parents, behavioral health professionals, and the community are working in a positive and collaborative manner;

WHEREAS, Shelton Public Schools and the Buffalo County Sheriff's Office 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, Shelton Public Schools staff should generally not involve the Buffalo County Sheriff's Office School Resource Officer(s), (SRO), in enforcement of Shelton Public Schools discipline policies;

WHEREAS, Shelton Public Schools and the Buffalo County Sheriff's Office recognize that student contact with Buffalo County Sheriff's Office SRO(s) and Shelton Public Schools staff builds positive relationships leading to better student outcomes; and

WHEREAS, Shelton Public Schools and the Buffalo County Sheriff's Office 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 Shelton Public Schools students.

NOW, THEREFORE, Shelton Public Schools and the Buffalo County Sheriff's Office 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 Shelton 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 Buffalo County Sheriff's Office's SROs and the policies of Buffalo County Sheriff's Office, and also by Shelton Public Schools staff in alignment with rules and procedures applicable to Shelton 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. The SRO is an employee of the Buffalo County Sheriff's Office.
2. Disciplining students is the responsibility and authority of Shelton Public Schools, school administrators, and parents. Law enforcement is the responsibility of the Buffalo County Sheriff's Office. Shelton Public Schools and Buffalo County Sheriff's Office shall use best efforts to follow the principles in this MOU regarding the division between school discipline and law enforcement.
3. Buffalo County Sheriff's Office 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.
4. The SRO should not act as a school disciplinarian. Shelton 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.

5. The SRO should not interview students or collect evidence for solely Shelton Public Schools disciplinary purposes.
6. The Buffalo County Sheriff's Office 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 the Sheriff's Office is SOP 1625. The School District's 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 official or by an SRO in conjunction with a school official is Policy 5022 - Investigations, Arrests, and Other Student Contact by Law Enforcement and Health and Human Services. The School District will make this information available to all parents or guardians in a language that such parent or guardian understands.
7. The Buffalo County Sheriff's Office policy that 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 the Buffalo County Sheriff's Office is SOP 1625. The School District 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 is Policy 3055 – School Resource Officers.
8. The SRO will be governed by the restraint and seclusion policies, practices, and procedures implemented by the Buffalo County Sheriff's Office.
9. Buffalo County Sheriff's Office and Shelton 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.sheltonbulldogs.org/documents- JR/SR High School-Student Handbook](http://www.sheltonbulldogs.org/documents-JR/SR/High%20School-Student%20Handbook)
10. Buffalo County Sheriff's Office 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.
11. The Superintendent of Shelton Public Schools shall provide a copy of any initial MOU entered into with law enforcement to the Nebraska Department of Education or post a copy on the school district's website within three months of its adoption. The

Superintendent shall thereafter file any changes to the MOU with the Department or post it on the school district's website no later than January 1st of each year.

12. School Resource Officers of Buffalo County Sheriff's Office will maintain a high level of confidentiality of all matters regarding the Shelton Public Schools, staff, and student information.
13. Any student or parent who wishes to express a concern or file a complaint about an SRO and the practices of the SRO must follow the school district's complaint procedure.

Section 3. Training.

1. Within six months of being assigned as an SRO to Shelton 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. Buffalo County Sheriff's Office will inform Shelton Public Schools of its process for accepting student and parent complaints regarding its SROs. In collaboration with Buffalo County Sheriff's Office, Shelton Public Schools shall provide written notice of the Buffalo County Sheriff's Office policy and make that information available to all parents or guardians.
2. Shelton Public Schools, in collaboration with the Buffalo County Sheriff's Office, shall

conduct an annual review of the program and shall: (a) make modifications as necessary to accomplish stated program goals; and (b) created 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.

Shelton Public Schools and Buffalo County Sheriff's Office 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. Termination

The Buffalo County Sheriff's Office and the Shelton Public Schools agree this agreement will remain in force unless either party submits a 90-day written notice to the other party requesting to terminate the agreement.

Agreed upon by:

Buffalo County Sheriff's Office,

Neil A. Miller, Sheriff:

Date:

11-7-25

Shelton Public Schools,

Superintendent Rodney Engel:

Date:

12-8-25