

**MEMORANDUM OF UNDERSTANDING BETWEEN  
CASS COUNTY SHERIFF'S OFFICE AND  
LOUISVILLE PUBLIC SCHOOLS**

This Memorandum of Understanding ("MOU") is made and entered as of the date fully executed below, by and between the Cass County Sheriff's Office, Nebraska ("County") and Cass County School District 13-0032, also known as Louisville Public Schools ("School District").

**WHEREAS**, the School District and the County share the goal of promoting school safety and a positive school climate;

**WHEREAS**, all parties acknowledge that crime prevention is most effective when the School District, the County, parents, behavioral health professionals, and the community are working in a positive and collaborative manner;

**WHEREAS**, the School District and the County agree it is important to create a school environment in which conflicts are deescalated 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**, the School District staff should generally not involve the County's School Resource Officer(s) ("SRO") in enforcement of the School District's discipline policies;

**WHEREAS**, the School District and the County recognize that student contact with the County's SROs and the School District staff builds positive relationships leading to better student outcomes; and

**WHEREAS**, the School District and the County agree that student discipline practices and referrals to the juvenile justice system need to be closely monitored for fair and equitable treatment for all School District students.

NOW, THEREFORE, the School District and the County agree as follows:

**Section 1. Employment of the School Resource Officer**

1. The County, by and through the Cass County Sheriff's Department, agrees to employ and provide a full-time deputy Sheriff to be assigned to the School District during the school year as an SRO pursuant to the terms of this MOU. It is clearly understood, acknowledged, and agreed to by the parties that the SRO is an employee of the County, subject to the administration, supervision, and control of the County.
2. The County will furnish training, uniforms, equipment, and schedule of deployment required under Nebraska law or that is needed for the operation of this MOU. The School District shall coordinate with the County to also provide the SRO with applicable training, supplies, and equipment needed for the operation of this MOU.
3. The SRO shall be allowed and expected to wear a uniform authorized by the Cass County Sheriff's Office which shall include carrying a firearm, taser and other such tools and equipment of law enforcement necessary to do the job effectively.
4. The SRO shall be subject to all personnel policies and practices of the County, except as such policies or practices may be modified by the terms and conditions of this MOU.

5. The County, in its sole discretion, shall have the power and authority to hire, replace and rotate, discharge, and discipline the SRO.
6. As an employee of the County, the SRO will be subject to the chain of command of the County and its Sheriff's Department.
7. If the School District Superintendent is dissatisfied with the SRO who has been assigned to the school, then the School District Superintendent may request that the County assign a different law enforcement officer as the SRO for the school. Unless the nature of the concerns warrants immediate replacement, such a request should normally occur after the Superintendent has met with the County's Sheriff to discuss concerns and allow a reasonable amount of time for the County to remediate the issues. If mutually agreed by the County and School District, the County's Sheriff shall assign a new SRO to the school. The County reserves the right to remove/re-assign any SRO along with notification given to the Superintendent and the school board.

## **Section 2. Term**

This MOU shall begin October 11, 2022 and end August 30, 2023. This MOU may be renewed for additional one-year periods upon mutual written agreement of the Parties.

## **Section 3. Contact Persons**

The principal(s) at each participating school building shall be the School District's on-site contact person for any SRO assigned to that school building. In addition, the SRO Program liaison for the School District shall be the Superintendent, and for the County shall be the Sheriff.

## **Section 4. School Discipline and Law Enforcement Program Goals**

The parties seek to:

1. Create a common understanding that (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 is essential, and should include a regular review by all stakeholders;
2. Minimize student discipline issues so they do not become school-based to the juvenile justice system;
3. Promote effectiveness and accountability;
4. Provide training as available and appropriate to SROs and School District staff on effective strategies to work with students that align with program goals;
5. Employ accepted industry standards so that all students are treated impartially and without bias by the County's SROs and the policies of the County and its Sheriff's Department, and also by the School District staff in alignment with rules and procedures applicable to the School District's equity policies; and
6. Utilize accepted industry standards for training and oversight with the goal of reducing any existing disproportionality

## **Section 5. Roles and Responsibilities regarding School Discipline**

1. Disciplining students is the responsibility and authority of the School District. Law enforcement is the responsibility of the County. The School District and the County shall follow the principles in this MOU regarding the division between school discipline and law enforcement.
2. The County 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; (e) it is required as part of emergency management response; or (f) it is required or allowed by this MOU.
3. The SRO and school administrators will coordinate to differentiate between school disciplinary issues (school administrator responsibility) and criminal issues (SRO responsibility) and respond appropriately, de-escalating school-based incidents whenever possible. Examples of student offenses best handled by the SRO, include, but are not limited to: gang related activity; possession of a weapon; possession, use, or distribution of illegal drugs; possession, use, or distribution of pornography; criminal activity such as theft, graffiti, etc.; sexual assault; hazing; behavior that is an immediate threat to others; terroristic threats; and other criminal law violations that may constitute a class I misdemeanor or a felony. Examples of student offenses best handled by school administrators, include, but are not limited to: dress code violations; disruptive behavior that is not a threat to others or to the public safety, such as defiance of authority; profanity; possession of inappropriate items; inciting, but not actively participating in inappropriate behavior; truancy or attendance violations; offenses that would be considered to be less than a class I misdemeanor, an infraction, or a status offense (i.e., a violation of the law that would not be a violation but for the age of the offender, such as certain alcohol and tobacco offenses) under criminal law; and other minor violations of School District policies. Student suicide threats wherein the student and possibly others may be placed at risk should be handled expeditiously and coordinated between the SRO and school administrators to determine the best course of action in which to address the situation.
4. The SRO should not act as a school disciplinarian. The School District 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. The SRO will be involved in school discipline when it pertains to certain criminal matters and preventing a disruption that would, if ignored, place students, school personnel, and others at risk of harm, so the SRO will resolve the problem to preserve the safe school climate. In all other cases, disciplining students for policy violations is a school responsibility. In those situations, the SRO may, if appropriate under the circumstances, take students who violate School District conduct policies to the administration offices for discipline to be administered by school administrators.
5. The SRO shall confer with school administrators for student offenses that constitute a minor violation of the law. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.
6. The SRO shall confer with school administrators on issues that do not involve a real and immediate threat to persons or to the public safety, such as public order

offenses, including disorderly conduct, disturbance/disruption of schools or public assembly, trespass, loitering, and fighting that does not involve physical injury or a weapon. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.

7. The SRO should not interview students or collect evidence for solely School District disciplinary purposes.
8. The County 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 County is CCSO SOP G-44. 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.
9. The County 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 County is Nebraska State Statute §43-248.01 and CCSO SOP R-10. 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 a SRO in conjunction with a school official is Policy 3055 - School Resource Officers.
10. The School District policy required by NEB. REV. STAT. § 79-262 that addresses the type or category of student conduct or actions that will be referred to law enforcement for prosecution and the type 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 is Policy 5035 - Student Discipline.
11. The County 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.
12. School Resource Officers of the County will maintain confidentiality of all matters regarding the School District, staff, and student information as required by law or applicable policy.

#### **Section 6. Duties of the School Resource Officer**

1. The purpose of the SRO is to provide for and maintain a safe, healthy, and productive learning environment, emphasizing the use of restorative approaches to address negative behavior, while acting as a positive role model for students by working in a cooperative, proactive, problem-solving manner between the County and the School District.
2. The SRO must build relationships, enhance community-policing activities, identify safety concerns within the schools, develop problem solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators and staff.

3. The SRO shall attend and participate in applicable school meetings and to communicate and coordinate with the school principals, superintendent, and other appropriate school personnel concerning the needs of the school and its students.
4. In coordination with school administrators, the SRO may provide presentations to the school in safety, crime prevention, bullying, sexting, digital citizenship, etc., and may also provide additional services to the school if requested.
5. The County and the SRO will work closely with School District officials to improve the social and behavioral skills of students in order to maximize their ability to achieve academically and become successful, contributing citizens. Issues to be addressed may include substance abuse, violence reduction, social skills, problem-solving skills, and other areas of School District and community concern.
6. The County and School District understand that the SRO may use measures to secure school property as followed through established protocols of the County's Sheriff's Office and the School District in the event of an emergency situation that requires the activation of emergency response procedures (i.e., critical incident protocols such as "lock down" and "lock out").
7. The SRO will be a visible, active law enforcement figure dealing with the school's law enforcement matters at school and at school activities and events.
8. The SRO shall initiate positive interaction with students in the classroom and general areas of the school campus to promote the profession of police officers and be a positive role model, while increasing the visibility and accessibility of police to the school community.
9. The SRO will share information with the school's administrators about persons and conditions pertaining to school campus safety concerns to the extent allowed by law and the County's Sheriff's Office policies.
10. The SRO may assist with resolving law enforcement issues that affect the students, the school, the School District, or the broader community. However, matters that are not of a significant or urgent nature or do not directly relate to the students, the school, the School District, or to issues concerning child abuse or neglect, but only concern the broader community, should first be coordinated between school administration and law enforcement before being conducted at the school in order to minimize the effect on student education and the school environment. Outside law enforcement agencies shall first coordinate with school administration.
11. The SRO shall notify school administration upon removing a student from the school campus.
12. The SRO shall notify a parent as soon as possible when minor students are issued a criminal citation or arrested.
13. If a student arrest is warranted, the SRO shall use the least disruptive and the least obtrusive manner reasonably available to conduct the arrest of the student. The SRO should be accompanied by a school principal or counselor, if available, when arresting a student unless exigent circumstances require otherwise for the safety of the student, the SRO, and/or others.
14. The SRO shall not use physical force or restraints on a student, including handcuffs, Tasers, mace, or other physical or chemical restraints unless a student's actions pose a threat to the student, the SRO and/or others or they are subject to arrest.
15. The SRO shall question students in a manner and a time when it has the least impact on the student's education so long as the delay in questioning does not interfere with the effectiveness of an investigation, the disappearance or

- unavailability of a criminal suspect or evidence, or risk public safety or significant damage to property.
16. The SRO shall become familiar with School District's student conduct and discipline policies.
  17. The County and School District may coordinate and jointly fund other beneficial training opportunities for the SRO and school administrators.

### **Section 7. Duties of School Administrators**

1. School administrators shall provide the County with appropriate school administrator names and contact information to facilitate communication.
2. School administrators shall provide an office/storage or workspace for the SRO's materials and personal effects which shall allow the SRO privacy to conduct investigations or cut other such duties as necessary.
3. School administrators shall provide a classroom, equipment, and supplies for classes or other training as discussed in this MOU provided by the SRO, if any.
4. School administrators will arrange meetings with the SRO as needed by the school administration.
5. School Administrators and the SRO will coordinate to differentiate between school disciplinary issues (school administrator responsibility) and criminal issues (SRO responsibility) and respond appropriately, deescalating school-based incidents whenever possible. Examples of student offenses best handled by the SRO, include, but are not limited to: gang related activity; possession of a weapon; possession, use, or distribution of illegal drugs; possession, use, or distribution of pornography; criminal activity such as theft, graffiti, etc.; sexual assault; hazing; behavior that is an immediate threat to others; terroristic threats; and other criminal law violations that may constitute a class I misdemeanor or a felony. Examples of student offenses best handled by school administrators, include, but are not limited to: dress code violations; disruptive behavior that is not a threat to others or to the public safety, such as defiance of authority; profanity; possession of inappropriate items; inciting, but not actively participating in inappropriate behavior; truancy or attendance violations; offenses that would be considered less than a class I misdemeanor, an infraction, or a status offense (i.e., a violation of the law that would not be a violation but for the age of the offender, such as certain alcohol and tobacco offenses) under criminal law; and other minor violations of School District policies. Student suicide threats wherein the student and possibly others may be placed at risk should be handled expeditiously and coordinated between the SRO and school administrators to determine the best course of action in which to address the situation.
6. School administrators shall confer with the SRO for student offenses that constitute a minor violation of the law. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.
7. School administrators shall confer with the SRO on issues that do not involve a real and immediate threat to persons or to the public safety, such as public order offenses, including disorderly conduct, disturbance/disruption of schools or public assembly, trespass, loitering, and fighting that does not involve physical injury or a weapon. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.

8. School administrators will make an effort to handle routine student conduct and disciplinary matters without involving the SRO in a law enforcement capacity, unless it is absolutely necessary or required by law.
9. School administrators will facilitate SRO-initiated investigations and actions.
10. School administrators will provide ongoing feedback to the County for SRO evaluation purposes.
11. School administrators should notify the SRO responding to a school-based infraction if any student involved has a disability with an accompanying Individualized Education Program ("IEP"), Section 504 Plan, or Health Care Plan, and who therefore may require special treatment or accommodations to the extent such notice is permitted by law.
12. The School District acknowledges that the SRO is required by the County policies and procedures to attend mandatory trainings and/or meetings.
13. If applicable and deemed necessary, school administrators will provide opportunities for the SRO and school administration to meet with parents and community members during the school year.
14. The County and School District may coordinate and jointly fund and provide other beneficial training opportunities for the SRO and school administrators.

## **Section 8. Student Rights**

### SRO Search and Seizure

1. The SRO may conduct or participate in a search of a student's person, school locker, personal belongings, electronic devices, or vehicle only where there is "probable cause" to believe that the search will turn up evidence that the student has committed or is committing a criminal offense.
2. The SRO may conduct a search of a student's person, personal belongings, school locker, electronic device, or vehicle with consent of the student if such request for consent is based on reasonable suspicion that the search will turn up evidence and/or that the student has committed, is committing, plans to commit a crime or other violation of school policy. A search under this provision shall not take place without at least one school official present.
3. It is recommended that in addition to having probable cause, the SRO should follow state and federal law and the County policies and procedures when conducting searches of persons and property which may require a search warrant.
4. Except in the event of exigent circumstances, the SRO shall inform school administrators prior to conducting a "probable cause" search where practicable.
5. The SRO shall not ask school administrators to search a student's person, school locker, personal belongings, electronic devices, or vehicle in an effort to circumvent the student's legal rights and protections.
6. A strip search of a student by the SRO is prohibited.

### School Administrators Search and Seizure

1. A school administrator may conduct a search of a student's person, personal belongings, electronic devices, or vehicle in accordance with the "reasonable suspicion" legal standards.
2. Absent a real and immediate threat to any person or to the public safety, a school administrator shall not ask the SRO to be present or participate in a search when no probable cause has been established.
3. Strip searches of students by school administrators are prohibited.

### Student Questioning

1. SRO. The SRO may question a student as provided in School District policy 3055 - School Resource Officers and/or 5022 - Investigations, Arrests, and Other Student Contact by Law Enforcement and Health and Human Services and in accordance with all State and Federal laws.
2. School Administrators - Student Interviews and Questioning. School administrators are free to communicate, interview, and question students for any academic and non-academic matters, including, but not limited to, issues relating to school and student safety, policy compliance and violations, student discipline, etc.

### Access to Education Records

1. School administrators shall allow the SRO to inspect and copy any public records, including student "directory information," maintained by the school to the extent allowed by state and federal law and School District policy.
2. If some information in a student's educational record is needed in an emergency to protect the health or safety of the student or others, school administrators shall disclose to the SRO the information that is needed to respond to the emergency situation based on: (I) the seriousness of the threat to the health or safety of an individual; (II) the need of the information to meet the emergency situation; and (III) the extent to which time is of the essence.
3. If the SRO needs confidential student educational record information, but no emergency situation exists, the information may be disclosed only as allowed by applicable state and federal law.
4. Notwithstanding any provision to the contrary within this Agreement, the Parties shall fully comply with the requirements of NEB. REV. STAT. § 79-2,104 or any other state or federal law or regulation, including Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and its implementing regulations (34 C.F.R. Part 99), regarding the confidentiality of student information and records. All the County requests for student records made to the School District shall be in compliance with this provision. The County represents, warrants, and agrees that it will: (1) hold the student records in strict confidence and will not use or disclose student records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the School District in writing. At the request of the School District, the County agrees to provide the School District with a written report of the student records and information disclosed to third parties. A breach of these confidentiality requirements shall constitute grounds for the immediate termination of this MOU.



### **Section 9. Training**

1. Within six months of being assigned as SROs to the School District, 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 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. Assignments as an SRO that do not meet the definition of "school resource officer" found at NEB. REV. STAT. § 79-2702 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 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 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 10. Program Review**

1. The County student and parent complaint process or policy to express a concern or file a complaint about an SRO and the practice of the SRO with the County is CCSO SOP G-75. The School District's student and parent complaint policy to express a concern or file a complaint about an SRO and the practice of the SRO with the County is Policy 2006- Complaint Procedure.
2. The School District, in collaboration with the County, 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 report will be for the first full school year following the formation of this MOU.

### **Section 11. Community Partnerships**

The School District and the County shall continue to collaborate 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 12. Payment**

The monthly cost per SRO is \$ 8,032.00. The County shall invoice the School District for SRO services rendered under this MOU in eleven (11) monthly installments with the first

Invoice being delivered in October, 2022. Subsequent invoices will be delivered on a monthly basis, with the final invoice being delivered in August, 2023. On non-holiday week days in the occasions the School District is not in session the County will assign the SRO to the City of Louisville law enforcement activities. The School District shall make payment for SRO services within thirty (30) days of its receipt of an invoice from the County. If this MOU is renewed per § 2 herein, the monthly cost shall be increased by 3% for each annual renewal period.

### **Section 13. Inspection of Records**

The County shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the School District under this MOU. All records relating to the SRO Program, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and/or reproduction, during normal working hours, by the School District's agent or its authorized representative to permit the School District to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this MOU and to evaluate, analyze, and verify any and all invoices, billings, payments, and/or claims submitted by the County pursuant to this MOU.

### **Section 14. Body-Worn Cameras (BWCs)**

All parties agree that any use of BWCs by SROs must be subject to and in compliance with federal, state, and local laws and regulations regarding their use and operation. The County shall provide written information and training, CCSO SOP A-22 to the building principals and superintendent of the schools in which the officers may enter. Training shall include the objectives and procedures for the use of BWCs in public and in schools. Every SRO equipped with a BWC shall be trained in the operation of the equipment prior to its use. To maximize the effectiveness of the BWC and the integrity of the video documentation, SROs shall adhere to the objectives and procedures outlined in this MOU and the County's general operations orders or similar policies or procedures when they utilize BWCs. The County may, if not otherwise prohibited by law, provide to the School District copies of any such filming of students, parents, employees, or others upon school property, upon request for such copies by the School District, as a law enforcement record. In the event that the County receives advice that providing a copy of such video is prohibited, the County agrees to utilize its best efforts to facilitate the availability of its officer(s) that made the video to testify, upon request by the School District, in any school disciplinary hearing concerning his/her/their knowledge of the facts and circumstances of the videoed incident. Any such film or video taken by, and kept in the possession of the County may be considered law enforcement records under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. sec. 1232g and 34 C.F.R. Sec. 99.8. Any copy of such film or video, if permitted by law to be provided to the School District, may become an educational record of the District. The County's officers shall at all times recognize and comply with the confidentiality of student and education records and may only seek such records in accordance with the requirements of School District policy and state and federal law.

### **Section 15. Nondiscrimination**

The Parties shall not discriminate against any employee or applicant who is to be employed for performance of this MOU with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

### **Section 16. Employment Eligibility Verification**

The Parties shall use a federal Immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this MOU, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal Immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

### **Section 17. Termination**

Either party may terminate this MOU for any or no reason and at any time by giving the other party at least 90 days prior written notice of the same. Any joint funds or property in possession of the Parties as a result of this MOU shall be divided and distributed to the party that contributed it or funded its purchases.

### **Section 18. Appropriation of Funds**

The Parties' obligations under this MOU are expressly subject to the appropriation of funds by the School District's Board of Education and the County's governing authority. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the obligations under this MOU, the parties may terminate this MOU.

### **Section 19. Default**

A party shall be in default under this MOU if it breaches, defaults on or otherwise fails to perform or satisfy any agreement, obligation, term, covenant, condition or provision set forth herein or arising hereunder, and such breach, default or failure to perform continues for a period of thirty (30) days after the party receives written notice of such breach or failure to perform from the other party; or, if such breach cannot reasonably be cured within such 30-day period, and the breaching party fails to commence to cure such breach within such thirty (30) days after notice from the non-breaching party or fails to proceed diligently to cure such breach within a reasonable time thereafter. Upon default by a party, the remaining parties may pursue any remedy provided by law.

### **Section 20. Liability Insurance**

Each party shall obtain and pay for its own liability insurance coverage for their participation in this MOU. The minimum coverage under such insurance shall be \$1,000,000 for one accident and \$5,000,000 in the aggregate.

### **Section 21. Notice**

Each Party giving any Notice ("Notice") under this MOU must give written Notice by personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or electronic mail to the School District's superintendent at the e-mail address on file with the Nebraska Department of Education and to the Cass County Sheriff at the Cass County Law Enforcement Center 336 Main Street, Plattsmouth, Ne.. Notice is effective only if the party giving the Notice has complied with this section.

### **Section 22. Indemnification**

To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act or constitutional provision, each party agrees to indemnify, defend, and hold harmless the other party from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct.

### **Section 23. No Third-Party Beneficiaries**

This MOU does not and is not intended to confer any rights or remedies upon any person other than the Parties.

### **Section 24. Independent Contractor**

The Parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party nor its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. The County shall at all times be responsible for all aspects of the employment, control, and direction of SROs assigned under this MOU. Nothing within this MOU is intended to create an agency or employment relationship between the School District and any officer assigned by the County to participate in the SRO Program. All compensation, wages, salaries, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the County. No right to School District retirement, leave benefits, or any other benefits of School District employees shall exist as a result of the performance of any duties or responsibilities under this MOU. The School District shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds, or insurance for the County's officers, employees, agents, subcontractors, or assignees.

### **Section 25. Amendments and Modifications**

The Parties may amend or modify this MOU only by a signed, written unanimous agreement that identifies itself as an amendment or modification to this MOU. No other alterations in the terms of this agreement shall be valid or binding.

### **Section 26. Severability**

If any provision of this MOU is determined to be unenforceable, the remaining provisions of this MOU remain in full force, if the essential terms and conditions of this MOU for each party remain enforceable.

### **Section 27. Counterparts**

The Parties may execute this MOU in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this MOU in the presence of the other Parties to this MOU. This MOU is effective upon delivery of one executed counterpart from each party to the other party. In proving this MOU, a party must produce or account only for the executed counterpart of the party to be charged.

### **Section 28. Assignment**

The Parties shall not assign or otherwise dispose of this MOU or any duty, right, or responsibility contemplated in this MOU to any other person or entity without the previous written consent of the other Parties.

### **Section 29. Publication and Posting**

Within three months of the adoption of this MOU, the School District's Superintendent shall provide a copy of it to the Nebraska Department of Education and post it on the School District's website. If any change is made to this MOU, the School District's Superintendent shall provide an updated copy of the MOU to the Nebraska Department of Education and post a copy on the School District's website no later than January 1<sup>st</sup> of the following year.

### **Section 30 – Release of officer to the City of Louisville**

The SRO shall only leave their assigned responsibilities of the School District and respond to the City of Louisville under the direction of the Sheriff's commander to incidents considered to be urgent and life threatening in nature.

### **Section 31. Designation as Law Enforcement Unit**

In accordance with the terms of this agreement, the County and its officials are authorized to enforce local, state, or federal law and to maintain the physical safety and security of the School District. Thus, the County, by and through the Cass County Sheriff's Office, is designated as the School District's law enforcement unit for purposes of the Family Educational Rights and Privacy Act. In maintaining the physical security and safety of the district or enforcing local, state, or federal law, the County may employ surveillance or other safety or security equipment in compliance with state and federal law. All records created and maintained by the County for a law enforcement purpose are considered law enforcement unit records. This would include any records produced by surveillance or other safety or security equipment employed by the County to maintain the physical

security and safety of the district or enforce local, state, or federal law. Law enforcement unit records must be maintained by the County pursuant to County policies and procedures until it is determined the records may be destroyed. The County is responsible for maintaining law enforcement unit records separate and apart from any student records maintained by the district pursuant to the board's policy regarding student records. Except as required by law, the County shall not release or disclose law enforcement unit records maintained pursuant to this agreement unless authorized by the School District.

**Section 31. Entire MOU**

The MOU is the complete and exclusive expression of the Parties' agreement on the matters contained in this MOU. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this MOU are expressly merged into and superseded by this MOU.

**CASS COUNTY COMMISSIONERS  
(BOARD CHAIRMAN)**

By: Dan Henry  
Name: Dan Henry  
Title: County Chairman  
Date: 10-11-22

**CASS COUNTY SCHOOL DISTRICT 13-0032,  
A/K/A LOUISVILLE PUBLIC SCHOOLS**

By: [Signature]  
Name: John Winkler  
Title: President  
Date: 10-10-22

**CASS COUNTY SHERIFF'S OFFICE**

By: [Signature]  
Name: Wm C. Brueggemann  
Title: Sheriff  
Date: Oct. 6, 2022