

**AMENDED INTERGOVERNMENTAL AGREEMENT
FOR SCHOOL RESOURCE OFFICERS**

THIS AMENDED AGREEMENT is made and entered into on the date set forth below, by and between the Board of Education of Naperville Community Unit School District No. 203, DuPage and Will Counties, Illinois (“the School District”) and the City of Naperville (“the City”).

WHEREAS, pursuant to Article VII, Section 10 of the *Illinois Constitution*, and pursuant to the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*), the School District and the City have the authority to jointly exercise their powers and to cooperate to share services through intergovernmental agreements; and

WHEREAS, the School District desires to have police officers assigned to certain schools; and

WHEREAS, the City has determined that it is in the best interests of the City to provide the services of a police officer at each of the schools identified in this Amended Agreement;

WHEREAS, the City and the School District have been parties to the original Intergovernmental Agreement for School Resource Officers, first effective on July 1, 2022, and the related Memorandum of Understanding for School Resource Officers, first effective on April 3, 2023, both of which are hereby terminated upon the effective date of this Amended Agreement; and

WHEREAS, this Amended Agreement incorporates the Amended Memorandum of Understanding for School Resources;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the School District and the City agree as follows:

1. Term: This Amended Agreement is effective from the date approved by both Parties to June 30, 2027, unless terminated as permitted herein. This Amended Agreement may be terminated by mutual agreement of the parties or by written notice given by one party to the other party at least sixty (60) days in advance of the date of termination. Unless this Amended Agreement is terminated as provided, this Amended Agreement will automatically renew each year, for a term from July 1 to June 30. The Amended Agreement should be reviewed annually to ensure that it reflects current practices.
2. Officers: The City will assign four (4) full-time police officers (“the Officers”) to the schools within the School District and the City, as follows:

<u>School</u>	<u>Officer Assignment</u>
Naperville Central High School	1.0
Naperville North High School	1.0
Jefferson Junior High School	0.5
Lincoln Junior High School	0.5
Madison Junior High School	0.5
Washington Junior High School	0.5

Selection of the assigned Officers will be made by mutual agreement of the City and the School District. The City will permit a School District administrator to participate in any interviews of candidates for the positions/assignments.

3. Assignment: Each Officer will be assigned to one of the schools identified above, to provide services on regular student attendance days and during regular student attendance hours. In addition, the Officers will provide services during certain school-sponsored events designated by the School District.
4. Services: The Officers will assist other school officials in their efforts to maintain an appropriate educational environment for students. The Officers will provide the services identified in the parties' Amended Memorandum of Understanding for School Resource Officers and such other services as may be agreed to in writing by the parties.
5. Employment: The Officers are and will remain employees of the City, and will be supervised through the Police Department chain of command. All activities of the Officers will be conducted as employees of the City, pursuant to all applicable laws and Police Department rules and regulations. All salaries and benefits will be paid/provided to the Officers by the City.
6. Coordination of Services: The Chief of Police (or designee) and the School District's Superintendent (or designee) will coordinate the provision of services required by the School District pursuant to this Amended Agreement.
7. Direction of Officers: While performing activities for the School District as a School Resource Officer, each Officer will comply with the Naperville Police Department general orders and existing law, the School District's policies and will consult with and coordinate activities through the school's administration.
8. Detaining and Questioning on School Grounds: Pursuant to Section 22-85 of the *Illinois School Code* (105 ILCS 5/22-85), interviews of students on school grounds will comply with the following procedures:
 - a. Before detaining and questioning a student on school grounds who is suspected of committing a criminal act, a law enforcement officer, school resource officer, or other school security personnel must do all of the following:
 - i. Ensure that notification or attempted notification of the student's parents or guardians is made using the home, work and cell phone numbers listed for each parent or guardian in the student information system.
 - ii. Document the time and manner in which the notification or attempted notification occurred.
 - iii. Make reasonable efforts to ensure that the student's parent or guardian is present during the questioning or, if the parent or guardian is not present, ensure that school personnel, including, but not limited to, a school social worker, a school psychologist, a school nurse, a school guidance counselor, or any other school-based mental health professional, are present during the questioning.
 - iv. If practicable, make reasonable efforts to ensure that a law enforcement officer trained in promoting safe interactions and communications with youth is present during the questioning. An officer who received training in youth investigations approved or certified by his or her law enforcement agency or under Section 10.22 of the *Illinois Police Training Act* or a juvenile police officer, as defined under Section 1-3 of the *Juvenile Court Act of 1987*, satisfies the requirement under this paragraph.

- b. This section does not limit the authority of a law enforcement officer to make an arrest on school grounds. In addition, this section does not apply to circumstances that would cause a reasonable person to believe that urgent and immediate action is necessary to do any of the following: prevent bodily harm or injury to the student or any other person; apprehend an armed or fleeing suspect; prevent the destruction of evidence; or address an emergency or other dangerous situation.
9. Certificate/Waiver: Pursuant to Section 10.22 of the *Illinois Police Training Act* (50 ILCS 705/10.22) and Section 22-85 of the *Illinois School Code* (105 ILCS 5/22-85), beginning with the 2026 school year, and before the start of each subsequent school year, the City shall provide to the District a certification of completion of SRO training or a letter of approval for a waiver of such training, including training on working with students with disabilities.
10. Equipment: The City will provide each officer with a police radio, laptop computer, and mobile phone. The District will supply each officer with an office, office equipment, desktop computer with school software, and a school radio.
11. Body Cameras. The parties agree that any use of Body Worn Cameras ("BWCs") by officers must be subject to and in compliance with federal, state, and local regulations regarding the use and operation of them. The Chief or his/her designee will provide written information and training to the Building Principals and assistant principals of the schools in which the officers may enter. Training shall include the objectives and procedure for the use of BWCs in public and in schools. Every officer 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, officers shall adhere to the objectives and procedures outlined in this Amended Agreement and the Naperville Police Department's BWC policies when they utilize BWCs. The City may, if not otherwise prohibited by law, provide to the District copies of any such filming of students, parents, employees, or others upon school property, upon request for such copies by the District, as a law enforcement record. In the event that the City receives advice that providing a copy of such videos is prohibited, the City agrees to utilize its best efforts to facilitate the availability of its officer(s) that made the video to testify, upon request by the 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 City's officers 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 and Ill. School Student Records Act (ISSRA), 105 ILCS 10/2(d). Any copy of such film or video, if permitted by law to be provided to the District, may become an educational record of the District.
12. Workers' Compensation: The following provisions are applicable when the Officer is performing School Resource Officer activities for the School District during the school day and at the direction of school administrators:
- For Workers' Compensation purposes, District 203 is the borrowing employer and the City of Naperville is the loaning employer.
 - School Resource Officers shall be considered borrowed employees. District 203 shall be responsible for maintaining workers' compensation coverage for all borrowed employees during the pendency of this Amended Agreement.
 - For work related injuries suffered by borrowed employees, District 203 shall be primarily responsible for those injuries under the Workers' Compensation Act, 820 ILCS 305/1 *et. seq.*

At all other times (including, but not limited to, before/after school hours, on weekends, during the summer months when school is not in session, and at other times when the Officer is acting on behalf of the City rather than as a School Resource Officer for the School District), the City shall be the employer for purposes of workers' compensation, the City shall be responsible for maintaining workers' compensation coverage for the Officers, and the City shall be primarily responsible for work-related injuries of the Officers under the Workers' Compensation Act.

In the event that any Officer is involved in an incident that may implicate the School District's responsibilities under this Section 8, the School District and the City agree to the following procedures:

- a. The party that first becomes aware of the incident will notify the other party of the incident as soon as possible.
- b. Within 14 days after the incident, the School District and the City agree to convene a meeting to confer in good faith and to attempt to reach agreement regarding the responsibilities of each party relating to the incident. Participants in the meeting will include a School District representative with decision-making authority and a City representative with decision-making authority.
- c. In the event that the parties are unable to reach a resolution at the meeting, and one party informs the other in writing that it reasonably believes that the differences between the parties are not likely to be reconciled through further negotiation, then the parties may agree to submit the dispute to mediation or arbitration.

13. Payment: The School District agrees to reimburse the City for a portion of the costs associated with the services to be provided pursuant to this Amended Agreement, as follows:

- a. The School District will reimburse the City for fifty percent (50%) of the regular (non-overtime) salary and benefits for the assigned Officers during the regular school term, not including the summer months (as calculated on an annual basis from July 1 to June 30); and
- b. The School District will reimburse the City for one hundred percent (100%) of any overtime expenses incurred by the City for overtime work performed by the Officers at the request of the School District.

The annual charges will be payable in two equal installments. In or around December and June of each school year, the City will issue an invoice for each installment. After receipt of the invoice, the School District will pay the charges in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

14. Services to be Supplemental: The parties agree that the services provided pursuant to this Amended Agreement are in addition to general police services provided by the City in the regular course of operating its Police Department.

15. Notice: Any notice or demand required under this Amended Agreement must be in writing, personally served or sent via certified mail with return receipt requested and postage prepaid, directed to the appropriate address listed below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party as provided

in this paragraph.

If to the School District:

Naperville CUSD No. 203
203 W. Hillside Road
Naperville, Illinois 60540
Attention: Superintendent

and

Robbins Schwartz
190 S. LaSalle St., #2550
Chicago, IL 60603
Attention: Matthew Gardner

If to the City:

City of Naperville
400 South Eagle Street
Naperville, Illinois 60540
Attention: City Clerk

and

Naperville Police Department
1350 Aurora Avenue
Naperville, Illinois 60540
Attention: Chief of Police

16. Indemnification: To the extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party, including its board members, officers, directors, employees, agents, assigns, and successors in interest, from any claims, loss, liability, damages, costs and expenses (including reasonable attorney's fees) arising from actual or threatened claims or causes of action resulting from the negligence, gross negligence, or intentional acts or omissions of the indemnifying party or its officers, directors, employees, or agents (as applicable).
17. Benefit of the Parties: This Amended Agreement is entered into solely for the benefit of the contracting parties. Nothing in this Amended Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Amended Agreement, or to acknowledge or establish any legal duty to any third party. No third party may rely on the terms and conditions of this Amended Agreement.
18. Governing Law: This Amended Agreement is made and entered into in the State of Illinois and will in all respects be interpreted, enforced and governed under the laws of this State. The language of all parts of this Amended Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the signatory parties.
19. Incorporation of Amended MOU: This Amended Agreement incorporates the Amended Memorandum of Understanding for School Resources. The language in the Amended Agreement shall also be read and interpreted to be consistent with the Amended Memorandum of Understanding and with applicable law. If there is any conflict between this Amended Agreement and the Amended Memorandum of Understanding, the terms of the agreement which most conforms with applicable law shall govern, and the parties shall work in good faith to read the provisions consistent with one another.
20. Severability: Should any provision of this Amended Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, void or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions will not be affected, and the illegal, unenforceable or invalid part, term or provision will be deemed to be amended to the minimum extent necessary to render it legal, valid and enforceable. If such provision cannot be so amended, the parties will promptly negotiate in good faith a replacement provision that will as closely as possible reflect the parties' original intent.
21. Amendments: The terms of this Amended Agreement may be amended upon the written approval

of both the City of Naperville and the District. Such amendment is effective upon the date of approval. No amendment to this Amended Agreement will be effective unless it is in writing and signed by both parties.

22. Signatures: This Amended Agreement may be executed in one or more counterparts, and transmitted via facsimile or electronic means, each of which so executed will be deemed an original, and all of which taken together will constitute but one and the same instrument, binding on all parties.

IN WITNESS WHEREOF, the School District and the City, by their duly authorized representatives, have signed and executed this Amended Agreement on the date indicated below.

BOARD OF EDUCATION OF NAPERVILLE
COMMUNITY UNIT SCHOOL DISTRICT NO. 203

By: Kurtine M. Geich
President

Date: 6/15/24

Attest: Susan Spator
Secretary

Date: 6/15/26

CITY OF NAPERVILLE

By: _____
City Manager

Date: _____

Attest: _____
City Clerk

Date: _____

**AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF NAPERVILLE AND
THE BOARD OF EDUCATION OF NAPERVILLE CUSD NO. 203
FOR SCHOOL RESOURCE OFFICERS**

This Amended Memorandum of Understanding (“Amended MOU”) is made and entered into on the date set forth below between the City of Naperville, DuPage County, Illinois (“CITY”), an Illinois Municipal Corporation, and the Board of Education of Naperville CUSD 203, DuPage County, Illinois (“DISTRICT”), an Illinois Public School District (collectively the “Parties”) for the provision of a School Resource Officer (“SRO”).

WHEREAS, pursuant to Article VII, Section 10 of the *Illinois Constitution*, and pursuant to the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*), the DISTRICT and the VILLAGE have the authority to jointly exercise their powers and to cooperate to share services through intergovernmental agreements; and

WHEREAS, as a result of discussions between CITY and DISTRICT, CITY previously agreed to furnish DISTRICT with SROs pursuant the original Memorandum of Understanding for School Resource Officers, first effective on April 3, 2023, and the related Intergovernmental Agreement for School Resource Officers, first effective on July 1, 2022, both of which are hereby terminated upon the effective date of this Amended MOU;

WHEREAS, the CITY and DISTRICT seek to have the CITY continue to furnish the DISTRICT with SROs pursuant to the Amended Intergovernmental Agreement which incorporates this Amended MOU;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the DISTRICT and the CITY agree as follows:

I. Purpose and Governing Principles

- A. Purpose.** Effective schooling requires a safe and orderly environment in which learning can occur. School policing is intended to promote a safe, welcoming, and inclusive environment for all students, staff and other members of the school community. This SRO program provides DISTRICT administrators with law enforcement resources and expertise to assist with maintaining safety, security and order, in the school environment and to bridge the gap to related community services. The SRO program is intended to ensure that no student’s right to receive an education is jeopardized by violence or disruption. As such, this Amended MOU clarifies the responsibilities of CITY and DISTRICT, the roles of the SRO and DISTRICT administrators, and the scope of their authority in the administration of the SRO program.

B. Non-Discrimination. The Parties agree that in compliance with the law, the Parties shall administer the SRO program established under this Amended MOU without discrimination against any person on the basis of color, race, nationality, religion, sex, sexual orientation, ancestry, age, physical or mental disability, gender identity, status of being homeless, order of protection status, actual or potential marital or parental status, including pregnancy. In particular, under no circumstances will any representative of the Parties engage in any conduct in violation of state or federal anti-discrimination laws in their interactions with students, including but not limited to any type of retaliation for reporting, alleging, or filing complaints concerning any alleged discrimination.

C. Goals and Objectives. It is understood and agreed that CITY and DISTRICT share the following goals and objectives with regard to the SRO program:

1. To promote an atmosphere of safety, security and order for students and staff through the use of school discipline and enforcement of criminal statutes, traffic laws and CITY and county ordinances;
2. To provide educational programs and prevention activities that will increase student knowledge of the criminal justice system and respect for the law and the function of law enforcement agencies;
3. To maintain open communications among Building Principals, faculty, staff, the SRO, parents/guardians, guidance counselors and other key school personnel;
4. To utilize the SRO for problem-solving, mediation, personal safety and an informational source for students;
5. To support the SRO's efforts in being a positive role model and cultivating positive relationships and strengthening each student's understanding of good citizenship and accountability for their actions;
6. To foster and promote in students a positive attitude toward law enforcement and law enforcement officers;
7. To provide security to the schools from outside threats by maintaining a visible police presence on campus, assisting with assessing threats to school security as a member of the District's Threat Assessment Team, reducing and eliminating such threats, and swiftly responding to any immediate threats or breaches of security;
8. To recognize the Building Principals and/or other DISTRICT administrators as primarily responsible for the administration of discipline within the schools.

9. To prevent and deter the possession and/or use of weapons on campus, the illegal possession, sale and/or distribution of controlled substances and alcohol on campus, and other crimes; and
10. To address criminal activity by students through the collaborative administration of school discipline by DISTRICT administration and/or referral to the criminal justice system.

D. Cooperative Efforts.

1. The presence of an SRO at schools is not intended to usurp the rights and responsibilities of the Building Principals or designees to enforce the rules of student conduct and to administer discipline in the schools. Final discretion regarding the imposition of school based behavioral interventions, consequences, and discipline lies with the Building Principal.
2. The existence of DISTRICT discipline policies and procedures is not intended nor shall it usurp the mandates and responsibilities of the SRO as directed by CITY and the Naperville Police Department (“PD”) with regard to juvenile detention or law enforcement matters. Nothing in this Memorandum of Understanding shall be interpreted or construed to limit the SRO’s ability to take any lawful police action.
3. The Parties acknowledge that not every criminal act will be handled through the criminal justice system. There will be times when the administration of typical school discipline, such as detention, withdrawal of privileges, and/or suspension and the availability of intervention services will be sufficient to address behaviors that may constitute crimes.
4. In deciding when to resort to the criminal justice system in lieu of or in addition to school discipline, the Building Principal or designee and the SRO shall confer and each strive to accommodate the opinions of the other regarding how best to handle a particular situation, when practical. Final discretion regarding whether to charge an individual with an ordinance, criminal or traffic violation lies with the SRO, CITY and/or DuPage County State’s Attorney’s Office. Nothing in this Memorandum of Understanding shall be interpreted or construed to limit the SRO’s ability to take any lawful police action.

II. Duties of CITY

CITY will provide an SRO as follows:

A. Selection, Qualifications and Supervision of the SRO.

1. The SRO position is a four-year assignment, but will be reviewed annually, based on a satisfactory performance appraisal by both the school administration and the Naperville

Police Department. Extensions, beyond the four-year assignment, may be necessary based on departmental/school district needs and will be for a period of one year at a time. The selection of the SRO will be made on a volunteer basis by a selection committee, including representatives from the respective school district, and in compliance with the Naperville Police Department General Orders.

2. The SRO is an employee of the City of Naperville on assignment to the school district for the school year. Normal work hours will be Monday through Friday, 7:00 a.m. to 3:00 p.m., or 7:30 a.m. to 3:30 p.m.
 3. During non-emergency situations, the SRO officer will work in cooperation with school deans, counselors, and school principals. He/she will accept direction from the school principal or other school administrator. Any differences in direction provided by the school principal and the Naperville Police Department will be resolved through consultation among school officials and the SRO's immediate supervisor. Nothing in this paragraph shall be construed or interpreted to limit the SRO's ability to take any lawful police action.
 4. As an employee of the City of Naperville, the officer will maintain all benefits and salary schedules associated with his/her employment by the City.
 5. Evaluation:
 - a. The SRO's performance will be evaluated annually by the Naperville Police Department, and school officials jointly, with respect to the following criteria:
 - 1) Student acceptance
 - 2) Effectiveness in school
 - 3) School resource officer input
 - 4) Police department performance
 - b. Should there at any time be dissatisfaction with the performance of the SRO, consultation between school officials and the Naperville Police Department will occur regarding the further assignment of the officer to the school.
 6. The SRO should consult with the school principal or designee regularly regarding cases, disposition, and possible trouble areas arising.
- B. SRO Trainings.** CITY shall ensure that the SRO maintains minimum in-service training and certification requirements as would normally apply to all other certified officers of the PD. In addition, all SROs shall complete the National Association of School Resource Officer Basic School Resource Officer Course. All SROs shall complete the necessary

training and be certified as Juvenile Police Officers as defined in Section 1-3 of the Juvenile Court Act.

III. Duties of the SRO

- A. SRO Work Hours, Uniform and Visibility on Campus.** The school resource officer is an employee of the City of Naperville on assignment to the school district for the school year. Other assignments must be approved by the Investigations Division Commander. Hours should be determined and agreed upon by the City and Naperville 203, based on the needs of the schools and in alignment with the work parameters for the City. Overtime hours must receive prior approval by the immediate police supervisor. In the event the SRO is temporarily unavailable on campus due to training, illness, approved leave, court hearing, or other reasons, CITY may provide a replacement SRO, whenever possible. The SRO shall remain on school grounds during normal school hours, except when necessary to attend a law enforcement emergency, to attend any meetings or training described in this Amended MOU, or on limited occasions to attend to official law enforcement business off-campus. With the exception of emergency situations out of the SRO's control, the SRO shall give the SRO Supervisor and Building Principal(s) reasonable advanced notice of any times when the SRO is not expected to be on campus during normal school hours, and CITY may provide a replacement SRO to the extent possible.

The SRO shall wear the official law enforcement uniform or other apparel issued by the NPD at all times while serving on DISTRICT property. The SRO shall make best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur.

The SRO shall, whenever possible and in accordance with guidance from the Building Principal or designee, participate in or attend school functions during the SRO's regular duty hours in order to assure the peaceful operation of school-related programs. Security services for extracurricular activities held outside of school hours shall be addressed through a separate agreement between CITY and DISTRICT for law enforcement officer services.

- B. SRO Mentoring and Outreach.** The SRO shall conduct himself or herself as a role model at all times and in all facets of the job; shall seek to establish a strong rapport with staff, faculty, students, parents and other members of the school community; and shall encourage students to develop positive attitudes towards the school, education, law enforcement officers, and good citizenship in general.

- 1. Information on Community Resources.** The SRO shall be familiar with community agencies that offer assistance to youths and their families, including but not limited to mental health and drug treatment centers, and shall provide information on such agencies to students, parents, and/or school administrators when appropriate. In addition, the SRO shall provide information to Building Principals, students, and

parents regarding additional resources offered by community agencies providing afterschool and support programs and opportunities for youth.

C. Law Enforcement Actions and Safety Interventions. The SRO may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members of the school community while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies.

The SRO will serve as a member of the District's Threat Assessment Team. As a member of the District's Threat Assessment Team, the SRO officer will follow the District's Threat Assessment Procedures. When practical or as soon as possible after making a request, the SRO shall advise the Building Principal when requesting additional law enforcement assistance on campus.

With regard to assisting with the maintenance of a safe and orderly environment in the DISTRICT'S Schools, the SRO may:

1. Assist in problems involving persons trespassing and committing criminal acts on school property.
 2. Act as the criminal justice system's consultant to the school in matters of law enforcement and juvenile procedures.
 3. Monitor vehicular traffic into and out of the school property as necessary, including enforcement of appropriate traffic laws and ordinances.
 4. Facilitate communication between law enforcement and school officials.
 5. Patrol schools and grounds when deemed necessary, and assist school administration and staff in crime prevention and education programs.
 6. Assist school administration with conducting lock-down drills and training school faculty in critical incident procedures.
1. Investigations, Interviews and Arrests. Criminal investigations, interviews and arrests by the SRO will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interviews, searches and arrests. If the SRO interviews, searches, or arrests a student at school, all reasonable efforts will be made to protect the student's privacy.

The SRO shall comply with DISTRICT's Board Policy 7:150 and Administrative Procedure 7:150, *Agency and Police Interviews*, regarding law enforcement interviews as follows:

- a. The SRO shall promptly notify the Building Principal whenever he/she seeks to question a student in an investigative manner or to take any direct law enforcement action against a student.
- b. Before detaining and questioning a student on school grounds who is suspected of committing a criminal act, the SRO shall:
 - 1) Ensure that notification or attempted notification of the student's parent or guardians is made using the home, cell and work numbers listed for each parent and guardian in the student information system;
 - 2) Document the time and manner in which the notification or attempted notification occurred.
 - 3) Make reasonable efforts to ensure that the student's parent or guardian is present during the questioning or, if not present, ensure that school personnel such as a school social worker, school psychologist, school nurse, school guidance counselor or any other school-based mental health professional are present during the questioning; and
 - 4) If practicable, make reasonable efforts to ensure that a law enforcement officer trained in promoting safe interactions and communications with youth is present during the questioning.
- c. Section 1(b) above does not limit the authority of a law enforcement officer to make an arrest on school grounds. In addition, Section 1(b) does not apply to circumstances that would cause a reasonable person to believe that urgent and immediate action is necessary to do any of the following: prevent bodily harm or injury to the student or any other person; apprehend an armed or fleeing suspect; prevent the destruction of evidence; or address an emergency or other dangerous situation.
- d. Interviews will be conducted in a private setting. If the parent(s)/guardian(s) are absent, the Building Principal or designee and one other adult witness selected by the Building Principal will be present during the interview.
- e. Interview proceedings will be documented in writing for the inclusion in the student's temporary records.
- f. If a student is removed from the School by the SRO without the consent of parent(s)/guardian(s), the SRO shall remove the minor student following the NPD general orders and existing law regarding removal of a student.

At no time shall the SRO request that any DISTRICT employee act as an agent of the SRO or law enforcement in any interview.

2. Searches. The SRO shall be aware of and comply with all laws, regulations and policies governing searches of persons and property while performing services pursuant to this Amended MOU. In particular, the SRO shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school officials in connection with student discipline. At no time shall the SRO request that any DISTRICT employee lead or conduct a search of a student for law enforcement purposes.

D. School Discipline. DISTRICT administration shall be solely responsible for implementing student discipline rules, policies and procedures. DISTRICT administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The SRO shall refer any reports or concerns related to student discipline to the Building Principal or designee and shall not independently investigate or administer consequences for violations of student disciplinary rules, policies or procedures. The SRO should generally not have any involvement in routine disciplinary matters, such as tardiness, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, disrespectful behavior, and other minor infractions of school rules. School officials shall only request SRO assistance when necessary to protect the physical safety of students, faculty, staff and others in the school environment or when a student engages in criminal activity. This does not prohibit the SRO from independently investigating student conduct which involves violations of law, even if the same student conduct which violates the law also results in disciplinary action by DISTRICT administration (*see Section E, Joint Law Enforcement and School Discipline Investigations, below*). The SRO shall not issue students monetary fines, fees, tickets, or citations as a school-based disciplinary consequence for a municipal code violation on school grounds during school hours or while taking school transportation. This does not preclude the SRO from issuing citations related to traffic violations, or violations of fish and game laws.

1. Searches. The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless his/her assistance is requested by school authorities to maintain a safe and secure school environment and conducting the search is consistent with NPD general orders and existing law.

Pursuant to Illinois law, a search of a student on school grounds by an SRO at the request of school authorities is deemed a search by a school employee for Fourth Amendment purposes and thus is subject to the reasonableness standard, not the probable cause standard.

When requested to assist with a search by school authorities, the SRO shall comply with DISTRICT's Board Policy 7:140, *Search and Seizure*, and related administrative procedures as follows:

- a. At the request of school authorities, the SRO may search a student and/or the student's personal effects in the student's possession (such as purses, wallets, knapsacks, book bags, lunch boxes, etc.) when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law or the District's student conduct rules. The search itself must be conducted in a manner that is reasonably related to its objective and not excessively intrusive in light of the student's age, sex, and the nature of the infraction.
 - b. When feasible, the search should be conducted:
 - 1) Outside the view of others, including students;
 - 2) In the presence of a school administrator or adult witness; and
 - 3) By a certificated employee or SRO of the same sex as the student.
 - c. Following a search, the SRO shall make a written report.
2. Interviews Related to School Disciplinary Matters. The SRO will not be involved in interviews of students initiated and conducted by school authorities in disciplinary matters unless requested by school authorities to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his/her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not lead the investigation or actively interview students.
- E. Joint Law Enforcement and School Discipline Investigations.** In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g. when both the school authorities and the SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school authorities and the SRO to work in tandem. In such circumstances, the SRO shall be mindful of and clarify his/her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing. In these joint investigations when an SRO is present during the interview of a student, the SRO and School Official shall comply with the procedures set forth in Section C (1) above.
- F. Communication Between the SRO and Building Principals.** The SRO is expected to meet with Building Principals or their designees on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities.
- G. Development of School Safety Plans.** The SRO shall report any safety concerns to the Building Principal or designee and shall confer with the Building Principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or

involving students at school-related activities. The Building Principal will contact any other DISTRICT personnel who should be involved in these discussions.

- H. Administrative Hearings.** Contingent upon pre-approval by CITY, the SRO will attend suspension and/or expulsion hearings upon request of the Building Principal or Superintendent. The SRO will be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO.
- I. Body Cameras.** The parties agree that any use of Body Worn Cameras ("BWCs") by officers must be subject to and in compliance with federal, state, and local regulations regarding the use and operation of them. The Chief or his/her designee will provide written information and training to the Building Principals and assistant principals of the schools in which the officers may enter. Training shall include the objectives and procedure for the use of BWCs in public and in schools. Every officer 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, officers shall adhere to the objectives and procedures outlined in this Amended MOU and the Naperville Police Department's BWC policies when they utilize BWCs. The City may, if not otherwise prohibited by law, provide to the District copies of any such filming of students, parents, employees, or others upon school property, upon request for such copies by the District, as a law enforcement record. In the event that the City receives advice that providing a copy of such videos is prohibited, the City agrees to utilize its best efforts to facilitate the availability of its officer(s) that made the video to testify, upon request by the 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 City's officers 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 and Ill. School Student Records Act (ISSRA), 105 ILCS 10/2(d). Any copy of such film or video, if permitted by law to be provided to the District, may become an educational record of the District.
- J. Confidentiality; Access to Student Records.** The SRO shall comply with all applicable laws, regulations and DISTRICT policies relating to the confidentiality of student records and the PARTIES' Reciprocal Reporting Agreement, including but not limited to: the *Illinois School Student Records Act* ("ISSRA", 105 ILCS 10/1 *et seq.*), the *Family Educational Rights and Privacy Act* ("FERPA", 20 U.S.C. 1232g), the *Individuals with Disabilities Education Act* (20 U.S.C. 1400 *et seq.*), the *Illinois Mental Health and Developmental Disabilities Confidentiality Act* (740 ILCS 110/1 *et seq.*), and DISTRICT Board Policy 7:340, *Student Records*.

The SRO may have access to confidential student records or to any personally identifiable information of any DISTRICT student to the extent allowed under FERPA, ISSRA, and applicable DISTRICT policies and procedures and the PARTIES' Reciprocal Reporting Agreement. The SRO shall not automatically have access to confidential student records or personally identifiable information in those records simply because he/she is conducting

a criminal investigation involving a student. School officials may, however, share relevant student records and personally identifiable information in those records with the SRO under any of the following circumstances:

1. The SRO is acting as a “school official” as it relates to accessing student records as defined in 34 C.F.R. §99.31 because he/she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed.
2. The SRO has written consent from a parent/guardian or eligible student to review the records or information in question.
3. The Building Principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person’s health or safety.
4. The disclosure is made pursuant to a valid court order, provided that advanced notice of compliance is provided to the parent/guardian or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or contents of the court order or the information furnished in response to not be disclosed.
5. The information disclosed is “directory information” as defined by DISTRICT Board Policy 7:340, *Student Records*, and the parent/guardian or eligible student has not opted out of the disclosure of directory information.
6. The information is disclosed pursuant to the PARTIES’ Reciprocal Reporting Agreement.
7. The disclosure is otherwise authorized under FERPA, ISSRA and applicable DISTRICT policies and procedures.

IV. Duties of DISTRICT

A. Provision of Office Space and Access to School Community. DISTRICT shall provide the SRO with:

1. Access to suitable accommodations at the school, which shall include a room with limited access, telephone, desk, chair, computer and filing cabinet;
2. A radio for use on campus;
3. Keys to assigned schools; and

4. Reasonable opportunities to address students, teachers, school administrators and parent(s)/guardian(s) about criminal justice, safety and security issues relating to school-aged students.

B. Referrals to the SRO. Maintaining order in the school environment and investigating and responding to school discipline matters shall be the responsibility of DISTRICT administration. DISTRICT administrators are expected to adhere to student discipline policies and procedures outlined in applicable state and federal law and DISTRICT Board policies and procedures. DISTRICT administrators shall refrain from involving the SRO in response to student disciplinary matters and enforcement of disciplinary rules that do not constitute violations of law, except when necessary to support staff in maintaining a safe and secure school environment.

At least annually, DISTRICT shall provide training to DISTRICT administrators regarding the role of the SRO and the appropriate involvement of the SRO in student matters that pose a threat to the safety and security of the school environment. Such training shall include information on how to distinguish between disciplinary infractions appropriately handled by school authorities versus threats to school safety and security that warrant a referral to law enforcement.

C. Communication Between the SRO and Building Principals. Building Principals are expected to meet with the SRO on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities. DISTRICT authorizes Building Principals to report any crimes that occur on campus to the SRO in compliance with all applicable state laws, DISTRICT policies and procedures, and any reciprocal reporting agreements that require school authorities to report criminal acts occurring on school grounds to law enforcement.

D. SRO Trainings. DISTRICT shall provide training to the SRO regarding DISTRICT policies and procedures relevant to the SRO program, including but not limited to: student discipline; student conduct expectations; bullying, harassment and intimidation; sexual harassment; teen dating violence; non-discriminatory administration of school discipline; students with disabilities and special needs; student records and privacy issues; positive behavioral interventions and supports; student support services; restorative justice; and student suicide awareness and prevention. CITY shall be notified in advance of such training, including its duration and location. Should such training take place outside the SRO's normal work hours or outside CITY boundaries, the SRO's presence will be contingent upon pre-approval by CITY.

E. Review of the SRO Program. The Superintendent or designee shall collect feedback from Building Principals at least annually regarding the SRO program and provide feedback to CITY, via the Chief of Police or designee, regarding the SRO program and the SRO's performance on an annual basis. The Parties shall also provide for regular review and evaluation of the SRO program, and this review shall include community and stakeholder input.

V. **Shared Obligations and Understandings of the Parties**

- A. **Agreement.** CITY and DISTRICT acknowledge and agree that this Amended MOU, the PARTIES' Amended Intergovernmental Agreement constitute the collective agreement for the SRO program.
- B. **Indemnification.** It is understood and agreed that neither party to this Amended MOU shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law and this Amended MOU shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other Party or against third parties. The Parties further agree to indemnify, reimburse and hold each other harmless against any and all liabilities, damages, claims, causes of action, costs, expenses and fees, including attorney fees, that either party incurs arising out of or occurring in connection with the other party's negligent, reckless or intentional misconduct.
- C. **Business Relationship.** In the performance of this Amended MOU, the Parties are at all times acting as independent contractors and neither of them nor their respective employees shall claim to be employees, partners, joint venturers, or agents of the other.
- D. **Law Enforcement Referral Report.** The Parties shall collaborate to implement a data collection process, in a manner and method determined by the Illinois State Board of Education, for the purpose of gathering information regarding: (i) the number of students enrolled in the DISTRICT who are referred to a law enforcement agency or official; and (ii) the number of such referrals made within the DISTRICT. For purposes of this subsection, "referral to law enforcement" means an action by which a student is reported to a law enforcement agency or official for an incident that occurred on school grounds during school related events or activities, or while taking school transportation.

VI. **Miscellaneous Provisions**

- A. **Effective Date.** This Amended MOU becomes effective upon the date as of which it has been approved by both CITY and DISTRICT.
- B. **Term of MOU; Non-Assignability.** This initial term of this Amended MOU shall run from the Effective Date through June 30, 2027. Unless this Amended MOU is terminated as provided, this Amended MOU will automatically renew each year, for a term from July 1 to June 30. This Amended MOU is not transferable or assignable by the Parties.
- C. **Termination.** Either Party shall have the right to terminate this Amended MOU July 1 of any school year, provided 60 days prior written notice is provided to the other Party.
- D. **Notices.** All notice required pursuant to this Amended MOU shall be sent by means capable of providing a confirmation of receipt, including (a) deposit with postage pre-paid in the

U.S. mail, certified and return receipt requested, (b) personal service, or (c) facsimile transmittal, to the Parties at their addresses set out below or as otherwise specified in writing to one another. All notices mailed shall be deemed effective three days after mailing.

If to CITY:
Chief of Police
1350 Aurora Avenue
Naperville, IL 60540

If to DISTRICT:
Superintendent
Naperville CUSD 203
203 W. Hillside Road
Naperville, IL 60540

with a copy to counsel:
City Legal Department
400 S. Eagle Street
Naperville, IL 60540

with a copy to counsel:
Robbins Schwartz
190 S. LaSalle, Suite 2550
Chicago, Illinois 60603
mgardner@robbins-schwartz.com

- E. Amendments.** No change, modification or amendment to this Amended MOU shall be valid unless reduced to writing and approved by the Parties' authorized representatives.
- F. Good Faith and Dispute Resolution.** The Parties agree to use their best, good faith efforts to promote mutually beneficial program participation. In the event of a dispute arising under this Amended MOU which cannot be resolved informally by the Parties' respective governing boards, the Parties agree to first engage in mediation to resolve the conflict. If mediation is unsuccessful, the Parties shall then engage in binding arbitration pursuant to the procedures of the American Arbitration Association, in lieu of litigation.
- G. Severability.** If for any reason any provision of this Amended MOU is determined by an arbitrator to be invalid or unenforceable, that provision shall be deemed severed and the balance of the Amended MOU shall otherwise remain in full force and effect.
- The failure of a Party to this Amended MOU to insist upon strict and prompt performance of the terms and conditions shall not constitute or be construed as a waiver or relinquishment of that Party's right thereafter to enforce any such term or condition, but the same shall continue in full force and effect.
- H. Governing Law; Venue.** This Amended MOU shall be governed by and interpreted according to the laws of the State of Illinois. The venue for initiation of any such action shall be DuPage County, Illinois.
- I. Signature in Counterparts.** This Amended MOU may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

BOARD OF EDUCATION OF NAPERVILLE
COMMUNITY UNIT SCHOOL DISTRICT NO. 203

By: Kristine M. Guiche
President

Date: 4/15/24

Attest: Susan Spatton
Secretary

Date: 6/15/26

CITY OF NAPERVILLE

By: _____
City Manager

Date: _____

Attest: _____
City Clerk

Date: _____

