

**INTERGOVERNMENTAL AGREEMENT  
FOR SCHOOL RESOURCE OFFICERS**

THIS 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 Agreement;

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

1. Term: This Agreement is effective from July 1, 2022 to June 30, 2023 unless terminated as permitted herein. This 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 Agreement is terminated as provided, this Agreement will automatically renew each year, for a term from July 1 to June 30. The 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’ 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 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 under 18 years of age and 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 January 1, 2021, the City will provide to the School District a certificate of completion, or approved waiver, issued by the Illinois Law Enforcement Training Standards Board indicating that each Officer

assigned to the School District has completed the requisite course of instruction in the applicable subject areas within one year of assignment, or has prior experience and training which satisfies this requirement.

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 procedures 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 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.
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 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 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 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 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 Community Unit School District No. 203  
203 W. Hillside  
Naperville, Illinois 60540  
Attention: Superintendent of Schools

If to the City:

City of Naperville  
400 South Eagle Street  
Naperville, Illinois 60540

and

Naperville Police Department  
1350 Aurora Avenue  
Naperville, Illinois 60540

Attention: City Clerk

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 Agreement is entered into solely for the benefit of the contracting parties. Nothing in this 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 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 Agreement.
- 18. Governing Law: This 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 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. Severability: Should any provision of this 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.
- 20. Amendments: The terms of this 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 agreement will be effective unless it is in writing and signed by both parties.
- 21. Signatures: This 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 Agreement on the date indicated below.

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

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

CITY OF NAPERVILLE

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_