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Exhibit - Memorandum of Understanding

Memoranda of Understanding (MOUs) vary by community. This exhibit contains two sample MOUs in two subheads: **General Law Enforcement Memorandum of Understanding (MOU)** and **School Resource Officer (SRO) Memorandum of Understanding (MOU).**[1] ~~Beginning 7-1-26, a~~An SRO MOU is required for any district that uses an SRO. 105 ILCS 5/10-20.68(a-5), added by P.A. 104-430. Depending upon the needs in the District, each MOU is designed to stand alone or be combined into one MOU.

Use these sample MOUs to develop the District's MOU with (1) assistance from the Board Attorney, (2) careful attention to the footnotes, which provide instructions, information, best practice considerations, and other resources, (3) alignment of their sample language to the District's or its individual school building's local conditions and student discipline needs, (4) careful attention to [INSERT] the requested information and fill boxes and blanks with the information indicated in the final MOU, (5) deletions of all sample language not used from the final MOU, (6) deletions of all footnotes from the final MOU.

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General Law Enforcement Memorandum of Understanding (MOU)

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A. Introduction

In consideration of the mutual promises, terms, and conditions set forth in the sections below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged,[2] this Memorandum of Understanding (MOU) is entered into by [INSERT District's

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The footnotes should be removed before the material is used.

[1] **Consult the Board Attorney about developing these sample MOU(s).** Neither sample is meant to replace existing MOU(s) that the District may have with any Local Law Enforcement Agency (LLEA), but they may be helpful in reviewing any existing MOU(s). The District may have several **General MOU** agreements with multiple LLEAs.

[2] See f/n 1, and specifically discuss posting this as a contract on the District's website pursuant to 105 ILCS 5/10-20.44, amended by P.A. 104-803.

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name] (District) and [INSERT Local Law Enforcement Agency's name] (LLEA)on the [INSERT DATES _____ day of _____, 20__].

The District and LLEA agree that they may enter into and participate in joint programs and intergovernmental agreements with units of local government and other school districts to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance (Ill. Constitution, Art. VII, Sec. 10, 5 ILCS 220/1 et seq., and Board Policy 1:20, *District Organization, Operations, and Cooperative Agreements*).

The District is organized and operates as follows: [3]

The LLEA is organized and operates as follows: [4]

The District and LLEA further agree to the following sections:

B. Definitions/Acronyms [5]

Memorandum of Understanding (MOU) - Defines a local law enforcement agency's role in schools and describes the respective duties of a school district and local law enforcement agencies (105 ILCS 5/10-20.14(b) encourages school districts to create memoranda of understanding (MOU) with law enforcement agencies). Its purpose is to prevent confusion, decrease conflict, and promote school safety.

Leadership Team (Team) - A group of designated key staff members from each party. These individuals will be responsible for the implementation of the MOU. They will communicate directly with each other about MOU issues.

Local Law Enforcement Agency (LLEA) - A police department or State's Attorney's Office within the District's boundaries.

Police Officer - A police officer employed by the LLEA but who is not specifically assigned to the District or any of its buildings.

School Resource Officer (SRO) - A police officer who is assigned to the District or any of its buildings through an memorandum of understanding with the LLEA. [6]

C. MOU Leadership Team (Team)

The following individuals are designated for the MOU Team as described in Section B, above.

District Staff: [7]

The footnotes should be removed before the material is used.

[3] Use the Board's statement from policy 1:20, *District Organization, Operations, and Cooperative Agreements*. Delete this statement if the Board does not have a statement or does not want to include it in the MOU.

[4] Delete this statement if the local law enforcement agency does not have or provide a statement.

[5] Amend these definitions to align with the local community.

[6] See 105 ILCS 5/10-20.68, amended by P.A. 104-430.

[7] Individuals for the District may include principals, teachers, school-employed mental health professionals, instruction/curriculum professionals, and a staff member skilled in data collection analysis.

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LLEA Staff: [8]

D. District Authority Over the Educational Environment [9]

The District has identified the need for a partnership with LLEA. LLEA will partner with District school officials to manage substantially disruptive student behavior and discipline issues. Collaboration between the District and LLEA and respect for the important role each party holds in connection with our community's youth are essential to the success of the mission of both parties. Where it is necessary for LLEA to be present on school property, its employees will conduct themselves according to the District's principles of schooling and interactions with minors, will not knowingly communicate false facts or lie to minors,[10] and will always recognize the responsibility and authority of the District's officials to manage the educational environment and work with them to minimize any impact its actions might have upon that environment. The District's management authority includes the ability to order the LLEA to leave District property immediately.

Both parties recognize that disciplining students is better left for District officials to manage, especially in light of 105 ILCS 5/10-20.14(b). If a student in the District is recommended for prosecution in a court of law, the Team conferences about the most appropriate form of discipline for the student. Final discretion regarding discipline lies with the District. Final discretion regarding whether to charge an individual with an ordinance, criminal, or traffic violation lies with the LLEA.

E. Identified Needs for Services to Maintain the Educational Environment [11]

LLEA's activities shall align to the District's identified needs for creating and maintaining its educational environment. All services rendered by LLEA for the District shall seek to implement a partnership that creates effective and positive school student discipline that (a) functions in concert with efforts to address school safety and climate; (b) utilizes all appropriate and available

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20 ILCS 1705/76 requires the Ill. Dept. of Public Health to create and maintain an online database and resource page on its website that contains mental health resources specifically geared toward school social workers, school counselors, parents, teachers, and school support personnel. See the database at: www.dhs.state.il.us/page.aspx?item=118331.

[8] Individuals for the LLEA may include employees who have demonstrated interest and/or training in challenges specific to schools.

[9] 105 ILCS 5/10-20.14(b), amended by P.A.s 104-430 and 104-648, eff. 1-1-27. See f/n 1. Defining parameters helps prevent school buildings from becoming unintended extensions of the LLEA. Discuss how the case law on this concept applies to the District and the MOU terms and insert any recommendations. See also the Ill. Council of School Attorneys' *Guidelines for Interview of Students,* at: ~~www.iasb.com/law/ICSAGuidelinesforInterviewsofStudents.pdf~~www.iasb.com/services/legal-guidance/guidelines-for-interviews-of-students.

[10] Prohibiting the LLEA from communicating false facts or lying to minors is optional, but it aligns with ~~new~~ legislation that prohibits law enforcement and juvenile officers from lying to minors suspected of a crime during interrogation. 705 ILCS 405/5-401.6 and 725 ILCS 5/103-2.2.

[11] This section lists communications and reports that are required or authorized by the School Code to be exchanged between the District and its LLEAs. Discuss local conditions within the District to determine other services that may be needed from the LLEA to maintain ideal educational environments. School climate surveys may also provide data to determine these needs.

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behavioral and disciplinary interventions, including restorative measures as defined in 105 ILCS 5/22-110-(b)[12]; (c) is clear, consistent, and equitable; and (d) reinforces positive behaviors.

1. The District's identified needs for services from LLEA are each of the following:

    a. When requested, assistance with conducting inspections and searches of lockers, desks, parking lots, and other school property and equipment owned or controlled by the District for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs. If a search produces evidence that the student has violated or is violating either the law, local ordinance, or the District's policies or rules, such evidence may be seized by school authorities and turned over to law enforcement authorities, and disciplinary action may be taken. 105 ILCS 5/10-22.6(e) and 10-22.10a.

    b. Utilization by Building Principals of proper law enforcement agency resources when the safety and welfare of students and teachers are threatened by illegal use of drugs and alcohol, by illegal possession or use of weapons, or by illegal gang activity. 105 ILCS 5/10-21.4a.

    c. Cooperation with the parent-teacher advisory committee to develop policy guideline procedures that establish and maintain a reciprocal reporting system between the District and applicable local law enforcement agencies regarding criminal and civil offenses committed by students, including attacks on school personnel in accordance with 105 ILCS 5/10-21.7. 105 ILCS 5/10-20.14(b) and see Board Policy 2:150, *Committees.*

    d. Immediate required reporting to local law enforcement authorities by the superintendent of batteries committed against teachers, teacher personnel, administrative personnel, or educational support personnel. 105 ILCS 5/10-21.7.

    e. Immediate required notification by the Building Principal or his or her designee to a local law enforcement agency upon receiving a report that any person has been observed in possession of a firearm on school grounds, becomes aware of any person in possession of a firearm on school grounds, or becomes aware of any threat of gun violence on school grounds.

    f. Upon receipt of a report from any school personnel regarding a verified incident involving a firearm in a school or on school owned or leased property, immediate required notification by the Superintendent or designee to the local law enforcement authorities of all such firearm-related incidents occurring in a school or on school property. 105 ILCS 5/10-27.1A.

    g. Upon receipt of a report from any school personnel regarding a verified incident involving prohibited[13] drugs in a school or on school owned or leased property, immediate required reporting by the Superintendent or designee to the local law enforcement authorities of all such drug-related incidents occurring in a school or on school property. 105 ILCS 5/10-27.1B.

The footnotes should be removed before the material is used.

[12] Optional. See 105 ILCS 5/22-110, renumbered by P.A. 104-391 and amended by P.A. 104-465, and sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment.*

[13] *Prohibited* is added because 105 ILCS 5/10-27.1B includes cannabis in its definition of *drugs*, but cannabis may be allowed in a school or on school property under limited circumstances. See f/n 11 in policy 7:190, *Student Behavior*.

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h. Implementation of other sections of the School Code that authorize the District to work with LLEA for the purposes of keeping schools safe and providing education or training.

i. Based upon locally based District outcomes, the District has identified these additional needs: [14]

2. The LLEA has identified partnership needs from the District, which include each of the following:

a. Sharing required reports to applicable Building Principals whenever a child enrolled in the District is detained for proceedings under the Juvenile Court Act of 1987 (705 ILCS 405/), or for any criminal offense or any violation of a municipal or county ordinance (105 ILCS 5/22-20). The report shall include the basis for detaining the child, circumstances surrounding the events that led to the child's detention, and status of proceedings. The report shall be updated as appropriate to notify the Building Principal of developments and the disposition of the matter. Building Principals shall keep this information separate from the official school record of the student and ensure that it does not become part of the official school record of the student. Such information shall not be a public record and will be used solely by the appropriate school official or officials that the Building Principal determines have a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school. 105 ILCS 5/22-20.

b. In accordance with administrative procedure 7:190-AP3, *Guidelines for Reciprocal Reporting of Offenses Committed by Students*, transmitting juvenile law enforcement records concerning a minor enrolled in any District school who has been arrested or taken into custody for certain offenses. 705 ILCS 405/1-7(A)(8)(A) and 405/5-905(1)(h)(A) and see *Section H., Reciprocal Reporting of Offenses Committed by Students*, below.

c. Based upon locally-based LLEA outcomes, the LLEA has identified these additional needs:

F. Annual Evaluation of MOU; Renewal; Termination

The parties will periodically review the MOU for relevancy, monitor its terms for effectiveness, and consider whether any modifications are required. This review may align with the School Board's annual policy review and monitoring calendar. The MOU will remain in effect and automatically renew from year to year unless terminated. Any party may terminate its participation in this MOU upon thirty (30) days prior written notice to the other(s).

The footnotes should be removed before the material is used.

[14] Use school climate surveys and other information to identify additional needs from the LLEA, which may include, but not be limited to requiring the LLEA to:

- Cooperate with building principals and staff to coordinate and develop delinquency prevention programs, anti-crime programs and/or school emergency plans or other safety-related plans, including targeted school violence prevention efforts, and
- Explain the LLEA's role in society.

For more discussion about identifying and developing additional needs, see the discussion in f/n 27.

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G. Record Sharing [15]

Both parties recognize the privacy protections of federal and State law in the disclosure of student records. When sharing information, State and federal laws regarding *school student records* apply. See the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99) and the Illinois School Student Records Act (105 ILCS 10/; 23 Ill.Admin.Code Part 375). The applicable federal and/or State law shall control, and the District may refuse disclosure requests by LLEA without a warrant or subpoena/court order. The SRO and LLEA'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 the District's Policy 7:340, *Student Records*.

School student records may only be released to the LLEA by the Building Principal. Information kept by law enforcement professionals working in a school is not considered a *school student record*. See 105 ILCS 10/2. Information derived from reports of law enforcement to principals regarding students detained for proceedings are not considered a *school student record*. 105 ILCS 5/22-20. The *school student records* definition and 7:340-AP1, *School Student Records* are incorporated into this agreement.

Within its standard operating procedures, the LLEA will include training for its officers about these laws, along with information about how to access the District's policies and procedures for school student records. For general guidance both parties will refer to *Answers to FAQs Responding to a Subpoena* (Illinois Council of School Attorneys, Revised October 2021) at:

www.iasb.com/IASB/media/School-Law/FAQ_Responding_to_Subpoena.pdf.

H. Reciprocal Reporting of Offenses Committed by Students [16]

As outlined in Section E.2.b., above, the District and LLEA's officers shall at all times recognize and comply with (a) the School Code requirements for a reciprocal reporting system regarding criminal and civil offenses committed by students, including attacks on school personnel in accordance with 105 ILCS 5/10-21.7 (105 ILCS 5/10-20.14(b)), and (b) the Juvenile Court Act of 1987 and the School Code's requirements for the management and sharing of law enforcement records and other information about students who have contact with LLEA.

The District's administrative procedure 7:190-AP3, *Guidelines for Reciprocal Reporting of Offenses Committed by Students* is incorporated into this MOU.

Nothing in this MOU is intended to impose upon any party a duty to report information to any other party that is not otherwise required by law. This MOU shall not be interpreted as making an obligation of a party mandatory that is otherwise discretionary under the law or vice versa. No party to this MOU waives any defenses or immunities it otherwise has under the law, including without limitation any immunities under the Sections 2-204 or 2-205 of the Local Governmental and Governmental Employees Tort Immunity Act or the State Employee Indemnification Act. 5 ILCS 350/.

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[15] For Sections G – L, see f/n 1 and ensure that the language for these sections aligns to local conditions. These sections may duly apply to an SRO-specific agreement. See f/n 26 for instructions to add them to the sample School Resource Officer (SRO) MOU below. For further resources, see f/n 1 in policy 7:150, *Agency and Law Enforcement Requests*.

[16] Id. Replace this section with a reference to any existing reciprocal reporting agreements already in place. **Important: exiting reciprocal reporting agreement(s) may be a part of a larger countywide agreement(s).**

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I. Live Feeds

The District will provide access to its live feeds to one or more of its buildings in the event of a health or safety emergency. Access is strictly to allow LLEA tactical forces to become familiar with current conditions that underlie the health or safety emergency in the District's building(s). [17]

J. Cell Phone/Electronic Device Searches [18]

The established procedures between the parties for searching cell phones/electronic devices must be followed. Both parties agree that cell phone/electronic device searches involve Fourth Amendment search and seizure issues and the federal Stored Communication Act (SCA) (18 U.S.C. §2701) issues. Generally asking for permission, calling the parents to come and search the phone, or getting a warrant solves this issue. Investigations of sexting allegations shall follow administrative procedure, 7:190-AP6, *Guidelines for Investigating Sexting Allegations*, which is incorporated into this agreement.

K. Agency and Police Interviews

Board Policy 7:150, *Agency and Law Enforcement Requests*, and administrative procedure 7:150-AP, *Managing Agency and Law Enforcement Requests*, are incorporated into this MOU and must be followed at all times.

Within its standard operating procedures, LLEA will include training for its officers about this policy and procedure, along with information about how to access the District's policies and procedures. [19]

Before a student under 18 years of age who is suspected of committing a criminal act is detained and questioned on school grounds, a law enforcement officer, school resource officer, or other school security personnel will (a) notify or attempt to notify the student's parent/guardian, (b) document the time and manner of the notification or attempted notification, (c) make reasonable efforts to ensure the student's parent/guardian is present during questioning or, if not present, ensure that school personnel (including, but not limited to, a school social worker, school psychologist, school nurse, school counselor, or any other mental health professional) are present during the questioning, and (d) if practicable, make reasonable efforts to ensure a law enforcement

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The footnotes should be removed before the material is used.

[17] Id. Considerations to discuss with the Board Attorney for this section may include, but are not limited to:

1. Which parties have authority to activate a live feed?
2. If police are given authority to activate, what is the standard for activation? Is it upon request of the Superintendent or an emergency 911 call reporting a crime in progress at the school?
3. How and when is the live feed tested?
4. When and what are the requirements for testing the live feed?
5. Will the Superintendent have the right to review the activation logs to ensure that the live feed is/was being activated in accordance with the MOU terms?

[18] Id. See the following publications to develop more detailed researched-based local procedures for this section:

Searching and Seizing Computers and Obtaining Electronic Evidence Manual (Sept. 2009), Chapter 3, The Stored Communication Act, at: www.justice.gov/file/442111/download

Orin S. Kerr, A User's Guide to the Stored Communications Act, and a Legislator's Guide to Amending It, George Washington Law Review (Aug. 2004), at: courses.ischool.berkeley.edu/i205/s10/readings/week10/kerr-storedcomm.pdf

[19] The following optional sentence may be added: "For general guidance, both parties will refer to Ill. Council of School Attorneys' *Guidelines for Interview of Students,* at: ~~www.iasb.com/policy-services-and-school-law/guidance-and-resources/guidelines-for-interviews-of-students/~~www.iasb.com/services/legal-guidance/guidelines-for-interviews-of-students ."

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officer trained in promoting safe interactions and communications with youth is present during questioning. [20]

L. Body-Worn Cameras (BWCs)

All parties agree that any use of BWCs by officers must be subject to and in compliance with federal, state, and local regulations regarding the use and operation of them. The LLEA shall notify the District at least two weeks before its officers assigned to the District are to begin use of BWCs, and it 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 LLEA's General Operations Orders or similar policies when they utilize BWCs. LLEA shall, 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 LLEA receives advice that providing a copy of such videos is prohibited, the LLEA agrees 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 LLEA's officers may be considered *law enforcement records* under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g and 34 C.F.R. §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. The LLEA'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 Board Policy 7:340, *Student Records*, which is incorporated into the terms of this MOU.

M. General Provisions [21] [22]

1. Scope of Agreement

Nothing in this MOU is intended to impose upon any party a duty to report information to any other party that is not otherwise required by law. This MOU shall not be interpreted as making an obligation of a party mandatory that is otherwise discretionary under the law or vice versa. No party to this MOU waives any defenses or immunities it otherwise has under the law, including without limitation any immunities under Sections 2-204 and/or 2-205 of the Local Governmental and Governmental Employees Tort Immunity Act or the State Employee Indemnification Act. 5 ILCS 350/.

2. Amendment

The footnotes should be removed before the material is used.

[20] 105 ILCS 5/22-85. See sample policy 7:150, *Agency and Law Enforcement Requests*.

[21] If the District uses the same LLEA for school resource officer (SRO) services, and it wants its SRO MOU(s) referenced in this General MOU:

1. Change section M. General Provisions to: N. General Provisions, and
2. Insert the following:

M. School Resource Officer (SRO) Terms

The District's School Resource Officer (SRO) MOU dated [INSERT DATES ___ day of ____, 20__] is incorporated into this agreement.

[22] This section **M. General Provisions** includes general best practice terms for intergovernmental agreements. **Note:** If the optional section discussed in f/n 18 was added, this becomes section N.

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No change or modification of this MOU shall be valid unless it is in writing and is signed by all parties.

3. **Assignment**

   No party to this MOU may assign it or its rights or obligations.

4. **Notices**

   All notices required pursuant to this MOU shall be in writing and sent by U.S. certified mail, postage prepaid, return receipt requested or by overnight express delivery to the address of the party set forth below or as otherwise directed in writing by such party or as provided under applicable state law. Notice is deemed given three (3) days after being deposited in the U.S. Mail for certified mail delivery or one (1) day after being deposited with an overnight express delivery courier for delivery to the correct address.

5. **Governing Law**

   This MOU shall be construed in accordance with and pursuant to the laws of the State of Illinois.

6. **Non-Waiver of Breach**

   The failure of any party to insist upon strict performance of any of the terms or conditions of this MOU shall not be construed to be a waiver of such term or condition or any subsequent breach of it.

7. **Severability**

   The invalidity or unenforceability of any particular provision of this MOU shall not affect the other provisions of it, and it shall be construed in all respects as if such invalid or unenforceable provision were omitted.

8. **Enforcement**

   No party to this MOU shall be liable for any negligent or wrongful acts, either by omission or commission, chargeable to the other party. This MOU shall not be construed to create a duty owed by any party to any third party. The District and LLEA agree that the exclusive claims or remedies for breach of this MOU are limited to an action for specific performance or mandamus action or termination of the MOU. Each party waives any and all other claims and remedies, direct or indirect, by way of subrogation or otherwise, that it may have against the other party arising out of the performance or non-performance of any provision of this MOU.

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_____ _____

Board President Date

_____ _____

Authorized Signatory for LLEA Date

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School Resource Officer (SRO) Memorandum of Understanding (MOU) [23]

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A. Introduction

[INSERT **Section A** from **General MOU** here.]

B. Definitions/Acronyms

[INSERT **Section B** from **General MOU** here.]

C. MOU Leadership Team

[INSERT **Section C** from **General MOU** here.]

D. District Authority Over the Educational Environment

[INSERT **Section D** from **General MOU**, above. End Section D with this sentence: "The LLEA recognizes that assigning SROs to District buildings is not a substitute for effective student discipline policies."]

E. Funding; Payment for SROs; Chain of Command [24]

1. **Funding.** Members of the Leadership Team (Team) will negotiate the terms for funding including any grant funding that is available. Any terms tied to grant funding, such as data collection include: [25]

2. **Payment for SROs.** The Team has agreed that the District shall compensate LLEA for the SROs in 10 equal installments commencing on August 15th of each fiscal year in the following amounts:

3. **Chain of Command.** The Team shall develop a local, District-specific chain of command for the placement of SROs in school buildings. Each District administrator responsible for

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The footnotes should be removed before the material is used.

[23] Required by 105 ILCS 5/10-20.68(a-5), added by P.A. 104-430, ~~beginning 7-1-26~~ for any district that uses an SRO. **See f/n 1. This section does not replace any existing SRO MOU agreements that the District may have.** SRO terms must always be specifically aligned with the buildings in which the SROs will be assigned; therefore, SRO MOU agreements generally work best as a stand-alone agreement.

[24] See f/ns 1 and 2.

[25] Delete this language if grant funding does not apply.

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supervising and evaluating the SRO in his/her/their assigned building(s) shall be included in an individual SRO's District-specific chain of command. [26]

F. Data Collection; Review & Evaluation of SRO Program

1. **Data Collection.** The Team will outline a process for collecting data in accordance with 105 ILCS 5/2-3.206 on the number of students who are referred to a law enforcement agency or official and the number of instances of referrals to law enforcement that such students received. This District will annually report this data to the Ill. State Board of Education, disaggregated by race and ethnicity, sex, grade level, whether a student is an English learner, and disability. *Referral to law enforcement* means an action by which a student is reported to a law enforcement agency or official, including a school police unit, for an incident that occurred on school grounds, during school-related events or activities (whether in-person or virtual), or while taking school transportation, regardless of whether official action is taken. *Referral to law enforcement* includes citations, tickets, court referrals, and school-related arrests. [27]

2. **Review & Evaluation of SRO Program.** The Team will determine and implement a process for the regular review and evaluation of the SRO Program, which shall include community and stakeholder input. [28]

G. Ongoing Training of SROs [29]

Both parties agree that training is critical to the success of this partnership. The LLEA's assigned SROs (as defined in Section H below) will receive minimum in-service training and certification requirements as would normally apply to all other certified officers of LLEA through LLEA and/or local State's attorney offices. In addition, an ongoing District training calendar shall be developed for assigned SROs and District officials.

Trainings will consist of updates from the District's School Board Attorney on current laws and difficult issues such as search and seizure, questioning, and requests for student records. In addition, trainings will delineate legal authority for when assigned SROs will be acting at the direction of a District official (reasonableness) or at the direction of LLEA (probable cause).

Other LLEA employees that are not SROs but have frequent contact with District buildings will be encouraged to attend any of these trainings.

All trainings, when possible, must occur during school breaks or at times that would least impact the District and should include: (1) emerging education issues, (2) state law training requirements, (3) mental health awareness training, (4) restorative justice (if applicable), and (5) record sharing.

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[26] The District may have several SRO District chains of command based upon local conditions.

[27] Required by 105 ILCS 5/2-3.206 and 105 ILCS 5/10-20.68(a-5)(4), both added by P.A. 104-430. The annual reporting requirement begins with the 2027-28 school year and must occur in a manner and method determined by the Ill. State Board of Education. 105 ILCS 5/2-3.206(b), added by P.A. 104-430.

[28] Required by 105 ILCS 5/10-20.68(a-5)(5), added by P.A. 104-430.

[29] See f/n 1. Ongoing training is a best practice that SRO MOUs should address for both parties. Modify the language to match the District's practices.

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H. SRO Selection Process; Qualifications & Certification [30]

1. **Selection Process.** The Team shall develop formal screening criteria based upon the following *Office of Community Oriented Policing Services (COPS)* characteristics: (1) likes kids – wants to, and is able to, work with kids; (2) has the right demeanor and people skills, including being calm, patient, approachable, and "able to put up gracefully with guff from kids;" (3) has experience as a patrol officer or road deputy; (4) has above-average integrity; (5) demonstrated willingness to work hard, be dependable and on time, be self-directed, and has the ability to teach. Other formal screening criteria shall include:

   In addition, the Team shall designate the appropriate school officials in buildings to be assigned an SRO to provide input to LLEA on SRO applicants for open SRO positions, such as reviewing applications and memoranda of interest provided by candidates, sitting in on interviews of candidates and/or rating of applicants.

2. **SRO Qualifications & Certification.** The LLEA must ensure that the SRO has either of the following qualifications issued by the Ill. Law Enforcement Training Standards Board under Section 10.22 of the Ill. Police Training Act (50 ILCS 705/10.22): (1) a certificate of completion for the required course of instruction or (2) an approved waiver (prior experience and training only). Such training must include specific training on working with students with disabilities to ensure appropriate and effective interactions that support their educational and behavioral needs.[31] The certificate of completion or waiver of it must be obtained within one year of assignment to the District.[32] The SRO must possess, at minimum, 48 hours of National Association of School Resource Officer (NASRO) training,[33] along with the following other qualifications: [34]

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[30] See f/n 1. Restated from U.S. Department of Justice's Office of Community Oriented Policing Service (COPS) publication, A Guide to Developing, Maintaining, and Succeeding with Your School Resource Officer (SRO) Program, written by Peter Finn, Meg Townsend, Michal Shively, and Tom Rich, at:
www.popcenter.asu.edu/sites/default/files/Responses/school_police/PDFs/Finn_et_al_2005.pdf

[31] Required by 105 ILCS 5/10-20.68(a-5)(2), added by P.A. 104-430.

[32] Required by 105 ILCS 5/10-20.68(b), amended by P.A. 104-430. The District is not responsible for an officer's SRO certification training or payment for it. Additional training is available from the National Association of School Resource Officers.

[33] Optional. Delete this qualification requirement if the District does not wish to require it in addition to the required certification under 105 ILCS 5/10-20.68(b), amended by P.A. 104-430.

[34] A District may want to insert its own qualifications specific to local conditions. Delete this qualification requirement if the District does not wish to require additional qualifications.

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I. SRO Employer; Assignments; Mentoring & Outreach; Supervision; Performance Evaluations; Conflict Resolution; Termination/Replacement; Extra Duties/Projects [35] [36] [37]

1. **Employer.** SROs are employed by LLEA. The District does not employ any SROs that are assigned in any of its buildings. The District is not considered a joint employer of SROs for purposes of the Fair Labor Standards Act (FLSA). The SRO remains covered by the LLEA's insurance and continues to enjoy the immunities specific to his or her employment with LLEA. Section D, *District Authority Over the Educational Environment*, above shall apply to the District's specific responsibilities for supervision and performance evaluations of assigned SROs while in District school buildings as their duties pertain to fulfilling the identified needs and goals of a District building.

2. **Assignments.** For purposes of this section, SRO means a sworn police officer of LLEA who has been assigned to a District building pursuant to this MOU. SROs shall be assigned to District buildings by the LLEA with input from the MOU Leadership Team. Staffing issues at LLEA may take precedence to the assignment of an SRO to the District.

    a. **SRO Work Hours, Uniform, and Visibility on Campus.** 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 trainings described in this 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 LLEA may provide a replacement SRO to the extent possible.

    The SRO shall wear the official law enforcement uniform or other apparel issued by the LLEA 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.

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[35] Defining the role, duties, and responsibilities of the SRO is required by 105 ILCS 5/10-20.68(a-5)(1), added by P.A. 104-430.

See f/n 1. Replace this section with any existing intergovernmental agreement(s) or MOU(s) terms. Questions to answer while memorializing assignments in the MOU include:

- Will the SRO be a full-time or part-time assignment? A full-time SRO contract usually requires the SRO to be present during the times that students are on campus and would follow the District's calendar. A part-time SRO contract would generally require the SRO to be present during certain hours of the school day when students are on campus.
- Will the District have an SRO at each school within the District?
- Will the SROs only be assigned to high schools?

[36] See f/ns 1 and 12. If the District wants sections G – L from the **General MOU** in its SRO MOU, add them here and adjust the alphanumeric lettering.

Do not use this option or the f/n 27 option if the District uses the same LLEA for SRO services (see f/n 18).

[37] Id. If the District wants section **M. General Provisions** (see f/n 18) from the **General MOU**, insert it here and adjust the alphanumeric numbering. Discuss, if it exists, the District's targeted school violence prevention program (see sample policy 4:190, *Targeted School Violence Prevention Program*) and information sharing between the District and local law enforcement. See Recommendation 3 in *Recommendations of the Illinois Terrorism Task Force School Safety Working Group*, Presented to the Office of the Governor 4-5-18, at: www.iasb.com/safety/.

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b. **Student Search Assistance.** When requested, assistance with conducting inspections and searches of lockers, desks, parking lots, and other school property and equipment owned or controlled by the District for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs. If a search produces evidence that the student has violated or is violating the law, local ordinance, or the District's policies or rules, such evidence may be seized by school authorities and/or turned over to law enforcement authorities, and disciplinary action may be taken. 105 ILCS 5/10-22.6 and 10-22.10a.

c. **Prohibition on Issuing Tickets or Citations.** In accordance with 105 ILCS 5/10-22.6(i), the SRO is prohibited from issuing municipal code tickets or citations to students for incidents occurring: (1) on school property during school hours; or (2) during school-related transportation. 105 ILCS 5/10-20.68(a-5)(3). [38]

d. **Administrative Hearings.** Contingent upon pre-approval by the LLEA, the SROs will attend suspension review and/or expulsion hearings upon the request of school officials or the 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.

e. **Goal Setting for Services in District.** [39]

3. **Mentoring & 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 toward the school, education, law enforcement officers, and good citizenship in general.

4. **Supervision.** With input from the LLEA and/or the MOU Team, the District will assign school officials to supervise SROs in District buildings based upon the individual SRO's needs, School Board policies, available local resources, specific school building needs, and geographical realities. Both parties expect excellence from SROs and commit to frequent communication between supervising school officials and the SROs assigned to their buildings. The SRO and his or her supervising District official shall meet both formally and informally on a regular basis to discuss issues, duties, and responsibilities.

5. **Performance Evaluations.** An instrument for SRO performance evaluations in the school setting shall be agreed upon by the assigned SRO and the District's official supervising the

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[38] Nothing in the law prohibits an SRO from issuing a ticket for student conduct that occurs outside school hours, nor does it prohibit LLEAs from issuing tickets or citations for traffic violations that occur on school grounds. Districts may still involve LLEAs in serious student misconduct and students may still be criminally charged if such misconduct occurs within the District's jurisdiction. See the **When and Where Conduct Rules Apply** subhead of sample policy 7:190, *Student Behavior*, for a sample jurisdictional statement.

[39] These may be identical to the **General MOU** terms in f/n 10. List whether the SRO will additionally:

- Assume any instructional responsibilities for short-term programs
- Provide individual mentoring to students, and become familiar with local youth-related service providers

Other questions to answer include whether the District wants a "law enforcement/safety officer," a problem solver and liaison to community resources, or both? Defining these roles helps to establish a successful relationship.

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SRO. Both parties recognize that a performance evaluation instrument for an SRO should incorporate data results from the District's school climate assessments, if available.

6. **Conflict Resolution.** If the District's expectation of excellence is not being met by an SRO, the supervising District official will report unresolved concerns to the SRO's direct law enforcement supervisor at LLEA sooner rather than later. Addressing issues promptly helps increase understanding and minimize potential negative impact on the school environment. If that method of communication does not solve the conflict, the Team has agreed to the following formal conflict resolution process between the District and LLEA:

7. **Termination/Replacement of SROs.** When paragraph 6, *Conflict Resolution*, above, has not been successful, the District may request that the SRO be removed from his or her assignment and replaced with another SRO from LLEA. If a replacement is not immediately available, the District reserves the right to terminate the SRO's assignment in a specific building until a replacement is available.

8. **Extra Duties/Projects.** The Team has negotiated the below terms for special projects and/or extra duties:

Board President _____ Date _____

Authorized Signatory for LLEA _____ Date _____

Incorporated by reference: 1:20 (District Organization, Operations, and Cooperative Agreements), 2:150 (Committees), 7:150-AP (Managing Agency and Law Enforcement Requests), 7:190 (Student Behavior), 7:190-AP3 (Guidelines for Reciprocal Reporting of Offenses Committed by Students), 7:190-AP6 (Guidelines for Investigating Sexting Allegations), 7:200 (Suspension Procedures), 7:210 (Expulsion Procedures), 7:340 (Student Records), 7:340-AP1 (School Student Records)

LEGAL REF.: 105 ILCS 5/2-3.206, 5/10-20.14(b), 5/10-20.68, 5/10-22.6(i), 5/22-20, and 5/22-85.
50 ILCS 705/10.22, Ill. Police Training Act.
705 ILCS 405/1-7, 1-8(F), 1-8(G), and 5-905, Juvenile Court Act of 1987.

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Students

Exhibit - School Medication Authorization Form

To be completed by the child's parent(s)/guardian(s).

This form is to be used for medication other than medical cannabis. (See 7:270-E2, School Medication Authorization Form - Medical Cannabis.) A new form must be completed every school year for each medication. Keep in the school nurse's office or, in the absence of a school nurse, the Building Principal's office.

Student's Name: _____

Address: _____ Birth Date: _____

Home Phone: _____ Cell Phone: _____ Emergency Phone: _____

School: _____ Grade: _____ Teacher: _____

To be completed by the student's physician, physician assistant with prescriptive authority, or advanced practice RN with prescriptive authority:

Prescriber's Printed Name: _____

Office Address: _____

Office Phone: _____ Emergency Phone: _____

Medication name: _____

Purpose: _____

Dosage: _____ Frequency: _____

Time medication is to be administered or under what circumstances:

_____

_____

Prescription date: _____ Order date: _____ Discontinuation date: _____

Diagnosis requiring medication: _____

Is it necessary for this medication to be administered during the school day? ☐ Yes ☐ No

Expected side effects, if any: _____

Time interval for re-evaluation: _____

Other medications student is receiving: _____

_____

Prescriber's Signature _____ Date _____

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For only Parents/Guardians of students requiring asthma inhalers and/or epinephrine ~~injectors~~:

Is the asthma inhaler and/or epinephrine delivery system~~injector~~ required under a qualifying plan pursuant to 105 ILCS 5/10-22.21b~~, amended by P.A. 101-205~~?

☐ Yes ☐ No

Parents/Guardians please attach prescription label (asthma inhaler) and/or written statement (epinephrine ~~injector~~delivery system) here:

For asthma inhalers, attach the prescription label with the name of the asthma medication, the prescribed dosage, and the time at which or circumstances under which the asthma medication is to be administered. 105 ILCS 5/22-30(b)(2)(i).

For an epinephrine ~~injector~~delivery system, attach a written statement from the student's physician, physician assistant, or advanced practice registered nurse containing the name and purpose of the epinephrine~~, injector~~; the prescribed dosage; and the time or times at which or the special circumstances that the epinephrine ~~injector~~ should be administered. 105 ILCS 5/22-30(b)(2)(ii)(A)-(C).

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For only parents/guardians of students who need to self-administer medication required under a qualifying plan:

I grant permission for my child to self-administer his or her medication required under an asthma action plan, an Individual Health Care Action Plan, an allergy emergency action plan ~~Illinois Food Allergy Emergency Action and Treatment Authorization Form~~, a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973, or a plan pursuant to the federal Individuals with Disabilities Education Act. 105 ILCS 5/10-22.21b~~, amended by P.A. 101-205~~.

Medication(s) other than asthma inhalers and/or epinephrine ~~injectors~~ (complete section above) required under a qualifying plan that student is permitted to self-administer:

_____

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Prescription date: _____ Order date: _____ Discontinuation date: _____

Diagnosis requiring medication: _____

Is it necessary for this medication to be administered during the school day? ☐ Yes ☐ No

Expected side effects, if any: _____

Time interval for re-evaluation: _____

Other medications student is receiving: _____

_____ _____

Prescriber's Signature Date

If the medication is an asthma inhaler or epinephrine ~~injector~~delivery system, be ~~also~~ sure to also complete the section above and attach the required label and/or written statement as required above.

Please initial to indicate (1) receipt of this information, and (2) authorization for your child to self-administer medication under a qualifying plan.

_____

Parent/Guardian Initials

For only parents/guardians of students who need to carry and use their asthma medication or an epinephrine delivery system ~~injector~~:

I authorize the School District and its employees and agents, to allow my child to self-carry and self-administer his or her asthma medication and/or epinephrine ~~injector~~: (1) while in school, (2) while at a school-sponsored activity, (3) while under the supervision of school personnel, or (4) before or after normal school activities, such as while in before-school or after-school care on school-operated property. Illinois law requires the School District to inform parents/guardians that it, and its employees and agents, incur no liability, except for willful and wanton conduct, as a result of any injury arising from a student's self-carry and self-administration of asthma medication or epinephrine ~~injector~~delivery system. 105 ILCS 5/22-30~~, amended by P.A. 102-413~~.

Please initial to indicate (1) receipt of this information, and (2) authorization for your child to carry and use his or her asthma medication or epinephrine delivery system ~~injector~~.

_____

Parent/Guardian Initials

For all parents/guardians:

By signing below, I agree that I am primarily responsible for administering medication to my child. However, in the event that I am unable to do so or in the event of a medical emergency, I hereby authorize the School District and its employees and agents, on my behalf, to administer or to attempt to administer to my child (or to allow my child to *self-administer* pursuant to State law, while under the supervision of the employees and agents of the School District), lawfully prescribed medication in the manner described above. This includes administration of undesignated epinephrine ~~injectors~~delivery systems, opioid antagonists, or asthma medication, to the extent the School District maintains such undesignated supplies, to my child when there is a good faith belief that my child is having an anaphylactic reaction, opioid overdose, or asthma episode, whether such reactions are known to me or

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not, and if applicable, undesignated glucagon in accordance with the student's prescriber's order, Individual Health Care Action Plan, or Section 504 plan, individualized education program, or other written accommodations plan that authorizes the use of glucagon; or when authorized by my child's diabetes care plan and if my child's glucagon is not available on-site or~~f~~ has expired. 105 ILCS 5/22-30~~, amended by P.A. 102-413.~~; 105 ILCS 145/27~~, added by P.A. 101-428~~. **I acknowledge that it may be necessary for the administration of medications to my child to be performed by an individual other than a school nurse and specifically consent to such practices**, and

I agree to indemnify and hold harmless the School District and its employees and agents against any claims, except a claim based on willful and wanton conduct, arising out of the administration or the child's self-administration of medication.

_____

Parent/Guardian Printed Name

Address (if different from Student's above): _____

Home Phone: _____ Cell Phone: _____ Emergency Phone: _____

_____ _____

Parent/Guardian Signature Date

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