

General Law Enforcement and School Resource Officer Memorandum of Understanding

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, this Memorandum of Understanding (MOU) is entered into by the Charleston Community Unit School District #1 (District) and the City of Charleston (City), respectively on the 19th and 21st day, of October 2022.

The District and City 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 and City further agree to the following sections:

Definitions/Acronyms

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) amended by P.A. 99-456, 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) – Charleston Police Department.

Police Officer - A police officer employed by the City 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 intergovernmental agreement or a memorandum of understanding with the City.

MOU Leadership Team (Team)

District Staff: one executive leadership team member, one elementary level administrator, one secondary level administrator, one elementary level teacher, one secondary level teacher, one district social worker

LLEA Staff: chief of police or his/her designee, school resource officer(s), City of Charleston human resources director, Charleston police department command officer

District Authority Over the Educational Environment

The District has identified the need for a partnership with the LLEA. The LLEA will partner with District school officials to manage disruptive student behavior, discipline and attendance issues. Collaboration between the District and the 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 the LLEA to be present on school property, its employees will conduct themselves according to accepted legal practices, always recognizing 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.

Both parties recognize that disciplining students may often be better left for District officials to manage, especially in light of 105 ILCS 5/10-20.14(b), amended by P.A. 99-456. 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 whether to charge an individual with an ordinance, criminal, or traffic violation lies with the LLEA.

Identified Needs for Services to Maintain the Educational Environment

The LLEA's activities shall align to the District's identified needs for creating and maintaining its educational environment. All services rendered by the 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) includes more than punitive measures, e.g., restorative discipline; (c) is clear, consistent, and equitable; and (d) reinforces positive behaviors.

The District's identified needs for services from the 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 applicable local law enforcement agencies regarding criminal offenses committed by students. 105 ILCS 5/10-20.14 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, other than a law enforcement official engaged in the conduct of his or her official duties. 105 ILCS 5/10-27.1A.

- 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 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.
- 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.

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 Criminal Offenses Committed by Students*, transmitting 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 5-905(1)(h)(A) and see *Section H., Reciprocal Reporting of Criminal Offenses Committed by Students*, below.

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).

Record Sharing

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 the 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 January 2015) at: www.iasb.com/law/ICSAFAQRespondingtoaSubpoena2015.pdf.

Reciprocal Reporting of Criminal Offenses Committed by Students

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 offenses committed by students (105 ILCS 5/10-20.14), 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 Criminal Offenses Committed by Students* will be used to guide the continued review of the District's existing Reciprocal Reporting 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 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/.

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 the LLEA tactical forces to become familiar with current conditions that underlie the health or safety emergency in the District's building(s).

Cell Phone/Electronic Device Searches

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.

Agency and Police Interviews

Board Policy 7:150, *Agency and Police Interviews* and administrative procedure 7:150-AP, *Agency and Police Interviews*, are incorporated into this MOU and must be followed at all times. Within its standard operating procedures, the 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.

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 use its best efforts to 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. The LLEA 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 LLEA receives advice that providing a copy of such videos is prohibited, the LLEA 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 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.

School Resource Officer (SRO) Terms

Funding. The Superintendent or designee will negotiate the terms for funding including any grant funding that is available. Both parties agree that any terms tied to grant funding, such as data collection, will be followed in accordance with respective grant requirements.

Payment for SROs. Both parties have agreed that the District shall compensate the City for SRO services in 10 equal installments on the third Thursday of the month (or after monthly bills are approved by the District's Board of Education, whichever is earlier) commencing in August of each fiscal year in the amounts as follows: \$6,500.00 during the 2022-23 school year, \$7,000 during the 2023-24 school year, \$7,500 during the 2024-25 school year, and \$8,000 during the 2025-26 school

year. According to the agreed upon amounts for purchased services, the City will submit invoices to the District prior to the second Tuesday each of the months of August, September, October, November, December, January, February, March, April and May. Payment amounts for SROs after the 2025-26 school year will be determined upon agreement.

Overtime Costs. The District agrees to only pay the overtime cost incurred by the City wherever a principal or district administrator requests the SRO for school sponsored events/activities. Said overtime costs will be the responsibility of the District. An hourly overtime rate shall be listed in Exhibit A. All overtime hours must first be approved by the school's principal. Oral requests for overtime services made less than 24 hours before the commencement of the overtime shall constitute the District's approval of the overtime hours; all other requests for overtime shall be in writing and delivered to the SRO more than 24 hours in advance of the commencement of the overtime work. The District will not pay unapproved overtime.

Overtime Reports. All SROs will submit overtime reports on a weekly basis to the respective principals for approval on the District's designated form for accounting purposes. The SRO will also complete a **City of Charleston** overtime form and submit same for his/her supervisors for approval. The City will bill the District on a monthly basis for all overtime costs.

Chain of Command. Any SRO assigned by the LLEA to provide SRO services in the District's schools is an employee of the City. The current principal at each school will serve as the point of contact for his/her school. On a daily basis, SROs will collaborate with school and district administrators on many issues, including the disposition of various situations they may encounter. Their ultimate responsibility is to carry out their duties as police officers, as expressed and interpreted through the Charleston Police Department chain of command.

Ongoing Training of SROs

Both parties agree that training is critical to the success of this partnership. The LLEA's assigned SROs will receive minimum in-service training and certification requirements as would normally apply to all other certified officers of the LLEA through the 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 the LLEA (probable cause). Finally, assigned SROs will participate in various educational trainings provided by the District that may be required by law or desired to achieve an applicable knowledge of school practices.

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.

SRO Selection Process; Qualifications & Certification

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.

In addition, the Team may include other appropriate school officials in buildings to be assigned an SRO to provide input to the 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.

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: (1) a certificate of completion for the required course of instruction or (2) an approved waiver (prior experience and training only). The certificate of completion or waiver of it must be obtained within one year of assignment to the District.

SRO Employer; Assignments; Mentoring & Outreach; Supervision; Performance Evaluations; Conflict Resolution; Termination/Replacement; Extra Duties/Projects

Employer. SROs are employed by the City. 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 City’s insurance and continues to enjoy the immunities specific to his or her employment with the City. The above section, *District Authority Over the Educational Environment*, 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.

Assignments. For purposes of this section, SRO means a sworn police officer of the 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 the LLEA may take precedence to the assignment of an SRO to the District.

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. Committed to the mutual aim that SRO work hours be aligned with the District's annual school calendar and are scheduled to maximize student and staff contact time, the District and City agree to permit an SRO to fulfill work hour requirements, from time to time, outside of the regular school day (e.g., attending an evening extra-curricular event on the day of an early dismissal schedule).

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.

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.

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.

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.

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.

Performance Evaluations. An instrument for SRO performance evaluations in the school setting shall be agreed upon by the assigned SRO and the District's Superintendent or designee. Both parties recognize that a performance evaluation instrument for an SRO should incorporate data results from the District's school climate assessments, if available. The SRO's performance evaluation will be completed annually with input from the District's Superintendent or designee.

Conflict Resolution. If the District's expectation of excellence is not being met by an SRO, the District's Superintendent or designee will report unresolved concerns to the SRO's direct law enforcement supervisor at the LLEA sooner rather than later. Addressing issues promptly helps increase understanding and minimize potential negative impact on the school environment.

Termination/Replacement of SROs. When *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 the 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.

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

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/.

Amendment

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

Assignment

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

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.

Governing Law

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

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.

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.

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 City 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.

Charleston CUSD #1 Board President

Date

Charleston City Manager

Date

Incorporated
by reference:

1:20 (District Organization, Operations, and Cooperative Agreements), 2:150 (Committees), 7:150-AP (Agency and Police Interviews), 7:190 (Student Behavior), 7:190-AP3 (Guidelines for Reciprocal Reporting of Criminal 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 5/10-20.14(b), 5/10-20.68, 5/22-20, and 5/22-85.
50 ILCS 705/10.22.
705 ILCS 405/1-7, 1-8(F), 1-8(G), and 5-905.

ADOPTED:

October 19, 2022

EXHIBIT A: COST WORKSHEET

	SCHOOL YEAR			
	<u>22/23*</u>	<u>23/24</u>	<u>24/25</u>	<u>25/26</u>
Wages	72,282.96	74,090.04	75,942.24	80,070.80
Insurance-Family plan	15,398.00	16,163.00	16,964.00	17,808.00
Work Comp	3,069.05	3,145.77	3,224.42	3,399.71
Pension	9,158.25	9,387.21	9,621.88	10,144.97
Payroll tax	1,048.10	1,074.31	1,101.16	1,161.03
Uniforms and training	<u>1,550.00</u>	<u>1,550.00</u>	<u>1,550.00</u>	<u>1,550.00</u>
 Total Cost – 1 Officer	 102,506.36	 105,410.33	 108,403.70	 114,134.51
 School District Contribution	 65,000.00	 70,000.00	 75,000.00	 80,000.00
 Overtime hourly rate for SRO	 55.10	 56.47	 57.89	 61.03

*Will be prorated base on months of service provided.