

Memorandum of Understanding

for

School Resource Officer Program

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A. Introduction

This Memorandum of Understanding for School Resource Officer Program (“MOU”) is entered into by and between the Board of Education (“Board of Education”) of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (“School District”), and the City of Bloomington, Illinois (“City”), for the establishment and maintenance of a School Resource Officer (“SRO”) Program by the School District and Bloomington Police Department (“BPD”).

The School District and BPD have a long collaborative history of working together to provide law enforcement interaction in schools in order to educate students on safety and the dangers of drugs and alcohol, plan for emergency situations, and provide a safe school environment. The SRO Program is an important and vital component of that collaborative effort.

The intent of this MOU is to memorialize and clarify the:

- purpose and objectives of the SRO Program;
- relationship between the School District, the City, the BPD, SROs, students, families, and the community;
- roles, responsibilities, and expectations for SROs; and
- intergovernmental cooperation between the School District, the City, and BPD with respect to the SRO Program.

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, the Board of Education and the City agree as follows:

B. Definitions/Acronyms

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

Building Administration/Building Administrator – A school principal, or if the school principal is absent or unavailable, an associate principal, assistant principal, or other building administrator.

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.

Memorandum of Understanding (MOU) – Defines the BPD’s role in schools and describes the respective duties of the School District and BPD (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.

Party/Parties – The Board of Education or the City are each considered a “Party” and collectively the “Parties” for purposes of this MOU.

Referral to Law Enforcement – An action by which a student is reported by the Building Administration to the BPD, SRO, or BPD Officer or issued a citation, ticket, or court referral or arrested by the SRO or a BPD Officer for an incident that occurred on school grounds, during school-related events or activities (whether in-person or virtual), or while taking school transportation.

School Authority or School Authorities – The Board of Education, any District or Building Administrator, and any other employee of the School District with authority over the students or school property. For purposes of Section I3c Search and Seizure below, “School Authority” includes the SRO. Otherwise, “School Authority” does not mean the SRO, the Bloomington Police Department, the City Council or City Administration or other employees of the City.

School Resource Officer (SRO) - A police officer employed by the BPD who is assigned by the BPD to the School District or any of its buildings in accordance with this MOU.

C. Authority

The Board of Education and the City have the authority to enter into this MOU pursuant to the following:

1. Article VII, Section 6 of the Constitution of the State of Illinois of 1970 (Powers of Home Rule Units) – providing that a home rule unit of local government may

exercise any power and perform any function pertaining to its government and affairs.

2. Article VII, Section 10 of the Constitution of the State of Illinois of 1970 (Intergovernmental Cooperation) – providing that units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States 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.
3. 5 ILCS 220/5 (Intergovernmental Cooperation Act) – providing that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform.
4. 105 ILCS 5/10-20.14 (Student discipline policies; Parent-teacher advisory committee) – providing that the parent-teacher advisory committee in cooperation with local law enforcement agencies shall develop, with the school board, policy guideline procedures to establish and maintain a reciprocal reporting system between the school district and local law enforcement agencies regarding criminal offenses committed by students. Also encouraging school districts to create memoranda of understanding with local law enforcement agencies that clearly define law enforcement's role in schools, in accordance with Section 10-22.6 of this Code.
5. 105 ILCS 5/10-20.68 (School Resource Officer) – authorizing the provision of a school resource officer and requiring the law enforcement agency to provide to the school district a certificate of completion, or approved waiver, issued by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Illinois Police Training Act indicating that the subject officer 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.
6. 105 ILCS 5/10-21.4a (Principals and assistant principals-Duties) – providing it is the responsibility of the principal to utilize resources of proper law enforcement agencies when the safety and welfare of students and teachers are threatened by illegal use of drugs and alcohol, by illegal use or possession of weapons, or by illegal gang activity.
7. 105 ILCS 5/10-21.7 (Attacks on school personnel) – requiring that upon receipt of a written complaint from any school personnel, the school shall report all

- incidents of battery committed against teachers, teacher personnel, administrative personnel or educational support personnel to the local law enforcement authorities immediately after the occurrence of the attack.
8. 105 ILCS 5/10-22.6(e) (Suspension or expulsion of pupils; school searches) – providing that school authorities may request the assistance of law enforcement officials for the purpose of conducting inspections and searches of lockers, desks, parking lots, and other school property and equipment owned or controlled by the school for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs.
 9. 105 ILCS 5/10-22.10a (Inspection for drugs) – empowering school board to adopt a policy to authorize school officials to request the assistance of law enforcement officials for the purpose of conducting reasonable searches of school grounds and lockers for illegal drugs, including searches conducted through the use of specially trained dogs.
 10. 105 ILCS 5/10-27.1A (Firearms in schools) – requiring that upon receiving a report from any school official pursuant to this Section, or from any other person, the principal or his or her designee shall immediately notify a local law enforcement agency.
 11. 105 ILCS 5/10-27.1B (Reporting drug-related incidents in schools) – requiring upon receipt of any written, electronic, or verbal report from any school personnel regarding a verified incident involving drugs in a school or on school owned or leased property, including any conveyance owned, leased, or used by the school for the transport of students or school personnel, the superintendent or his or her designee, or other appropriate administrative officer for a private school, shall report all such drug-related incidents occurring in a school or on school property to the local law enforcement authorities immediately and to the Illinois State Police in a form, manner, and frequency as prescribed by the Illinois State Police.
 12. 105 ILCS 5/22-20 (Reports by courts and law enforcement officers; detention of violators) – requiring all courts and law enforcement agencies of the State of Illinois and its political subdivisions to report to the principal of any public school in this State whenever a child enrolled therein is detained for proceedings under the Juvenile Court Act of 1987,¹ as heretofore and hereafter amended, or for any criminal offense, including illegal gang activity, or any violation of a municipal or county ordinance.

13. 105 ILCS 128/15 (School Safety Drill Act) – requiring law enforcement drills, which shall address and prepare school personnel for situations calling for the involvement of law enforcement when conditions inside a school building are safer than outside of a school building and it is necessary to protect building occupants from potential dangers in a school building.

D. Purpose and Objectives of SRO Program

1. Purpose.

The purpose of the School Resource Officer Program is to establish and maintain a collaborative partnership between the District, BPD, educators, students, families, and the community to provide law enforcement presence and educational programs in District schools in an effort to build positive, long-lasting relationships, provide a safe school environment, plan for and respond to emergencies, educate students on safety and other topics, and reduce incidents of violence, drug abuse, and other criminal offenses.

2. Objectives.

The objectives of the School Resource Officer Program are to:

- a. Establish and build positive, trusting, and long-lasting relationships between School Resource Officers and School District students and families.
- b. Provide a safe school environment for students, staff, administration, and visitors.
- c. Participate on the school's threat assessment team and District safety team (see Board Policy 4.190, Targeted School Violence Prevention Program).
- d. Work with the Director of Safety and Security, the District Safety Team, and building administrators to create and refine school emergency operations plans.
- e. Assist school administration and staff in conducting school safety drills pursuant to the School Safety Drill Act (105 ILCS 128/1 et seq.).
- f. Assist school administration and staff in educating students on safety issues, the school's emergency operations plan, school, gang, domestic, and teen violence, the dangers of alcohol and drug abuse, the juvenile court system and the role of laws, the courts, and law enforcement, resources available to students and families in the community, and other topics as requested.

- g. Assist with reducing incidents of bullying, harassment, physical and sexual abuse, violence, alcohol and drug abuse, and criminal offenses committed by juveniles in the school environment.
- h. Work with school administration to identify students who are at risk of alcohol and/or drug abuse or gang involvement and refer them to any available and appropriate intervention program.
- i. Participate in school disciplinary hearings when requested by the administration.
- j. Coordinate criminal investigations with school administrators to ensure that police and school interests are protected and that effective alternatives to criminal prosecution are used whenever possible.
- k. Attend school board and other meetings when requested by District or school administration and mutually agreed to with the BPD in order to provide safety and security.
- l. Assist with enforcement of child sexual offender laws and taking protective custody of students when appropriate.
- m. Assist in coordinating information sharing between BPD and the School District concerning problems and issues affecting the schools and students.
- n. Act as an additional resource to parents and school staff on issues of law and juvenile related crimes.

E. MOU Leadership Team

The Superintendent or designee, Director of Safety and Security, and Attorney for the District are designated as representatives of the School District on the MOU Leadership Team. The Chief of Police, the Assistant Chiefs of Police, Corporation Counsel, and/or their designees are designated as representatives of the City and BPD on the MOU Leadership Team.

F. District Authority Over the Educational Environment

Collaboration between the School District and BPD 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. Both Parties recognize that disciplining students is better left for School District officials to manage. However, each Party plays a role in the safety of the educational environment including preparing for emergency situations, educating school personnel and students on safety issues and

precautions, assessing and responding to safety concerns, and sharing information pursuant to their reciprocal reporting agreement. Final discretion regarding student discipline lies with the School District. Final discretion to arrest or charge an individual with an ordinance, criminal, or traffic violation lies with the SRO and/or BPD Officer.

SROs and BPD Officers present on school property will conduct themselves in accordance with Board of Education policies and administrative procedures, recognize the responsibility and authority of the School District's officials to manage the educational environment, and work with them to minimize any impact their actions might have upon that environment. The School District's management authority includes, absent exigent circumstances, the ability to order the BPD to leave District property immediately.

G. Funding; Billing

For each SRO actively staffed in and assigned to the School District, the District will reimburse 75% of the SRO's base salary as set forth in the Unit 21 collective bargaining agreement. The City will contribute the remainder of each SRO's salary and fringe benefit costs and will furnish all police required equipment and uniforms. If in any fiscal year an SRO is requested and able to work for School District events which occur outside of regular school hours, when requested by the School District, the School District shall pay 100% of the SRO's overtime wages.

In addition, the School District will reimburse the City up to \$2,500 each year per SRO for the actual registration fees, travel, lodging, and meal costs for the SRO to attend the National Association of School Resource Officers (NASRO) National School Safety Conference, Illinois School Resource Officer Association (ILSROA) School Safety Conference, and Illinois Juvenile Officers Association (IJOA) Conference.

By June 30 of each year, or as soon thereafter as practical, the City shall provide the School District with a report showing the base salary of each SRO officer, and training related expenses, and any overtime wages. The School District will thereafter make payment based on its normal billing cycle.

H. Employment; Selection; Training; Assignments; Supervision; Performance Evaluations; Conflict Resolution; Termination/Replacement; Extra Duties/Projects

1. Employment

SROs are police officers employed by the City. The School District does not employ any SROs assigned to any of its buildings, and is not considered a joint employer of SROs for purposes of the Fair Labor Standards Act ("FLSA"). The City and BPD are solely responsible for ensuring SROs have met all of the legally required qualifications and training for their assignment in the School District, exercising direction and control over SROs, the personal and professional conduct of SROs, and the payment of any wages, salaries, or other remuneration, payroll taxes, or contributions for unemployment or workers compensation, Social Security, pensions, or annuities as a result of the employment of SROs. Nothing contained in this MOU shall be construed to create an employment or agency relationship between the School District and SROs, or to create or constitute a joint venture, partnership, agency, franchise, lease, or any other arrangement between the School District and City other than as expressly agreed to in this MOU.

The City and BPD will ensure SROs remain covered by the City's or BPD's insurance and continue to enjoy the immunities specific to their employment with the City and BPD.

2. Assignment and Removal

A working group of individuals designated by the City and School District shall make recommendations for the assignment of SROs to the Police Chief, who shall assign such officers. If the School District becomes dissatisfied with an SRO assigned to any school, then it may request the Police Chief assign a different SRO for that school. If no other SRO is available, then the School District may, by written notice, elect to reduce the number of SROs provided by the City, and cost attributed thereto, effective thirty (30) days from the date of notification. If the School District declines the assignment of all available and trained SROs, the School District shall do so in writing and may terminate this MOU.

All SROs shall satisfy the following requirements and/or maintain the following certifications: (i) SRO certification issued by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Ill. Police Training Act (50 ILCS 705/10.22); (ii) Juvenile Police Officer certification; (iii) commitment, flexibility, and ability to work in a school setting and on a school schedule; (iv) ability to work effectively with children and teenagers; and (v) be a police officer in good standing with the BPD.

3. Training

The BPD will ensure all SROs assigned to schools in the School District have met all of the required law enforcement training and possess all of the required certifications for their assignment, including the training required by 50 ILCS 705/10.22.

The BPD and School District will collaborate to provide additional training as necessary for SROs during regular working hours on:

1. Current laws, including, but not limited to, the Individuals with Disabilities Education Act (20 U.S.C. Chapter 33; 34 C.F.R. Part 300), Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99), Illinois School Student Records Act (105 ILCS 10/; 23 Ill. Admin. Code Part 375), Mental Health and Developmental Disabilities Confidentiality Code (405 ILCS 5/), and difficult issues such as search and seizure, questioning, and requests for student records;
2. Applicable Board policies and administrative procedures including, but not limited to, [Administrative Procedure 4.170-AP1 Comprehensive Safety and Security Program](#), [Administrative Procedure 4.190-AP1 Targeted School Violence Prevention Program](#), [Board Policy 7.140 Search and Seizure](#), [Board Policy 7.150 Agency and Police Interviews](#), [Administrative Procedure 7.150-AP Agency and Outside Law Enforcement Interviews](#); [7.190 Student Behavior](#); [7.340 Student Records](#); and [7.340-AP1 School Student Records](#).
3. Emerging education issues;
4. State law training requirements; and
5. Mental health awareness training.

BPD Officers that have frequent contact with School District buildings will be encouraged to attend any of these trainings.

4. Assignments; Work Hours; Office & Equipment; Uniform; Visibility on Campus

SROs shall be assigned to School District buildings by the BPD with input from the MOU Leadership Team. Staffing issues at the BPD may take precedence to the assignment of an SRO to the School District.

Whenever possible, it is the intent of the parties that SRO work hours conform to school hours based on a mutually agreed upon schedule. SROs shall remain on school grounds during normal school hours, except when there is a law enforcement emergency, to attend meetings or trainings described in this MOU, or to attend to official law enforcement business off campus. With the exception of emergency situations out of an SRO's control, an SRO shall give the Building Administration or designee reasonable advanced notice of any times when the SRO is not expected to be on campus during normal school hours. The BPD may provide a replacement SRO to the extent possible.

The School District will provide each SRO with a furnished office at their assigned building and allow use, as required, of School District equipment and facilities

SROs shall wear the official law enforcement uniform or other apparel issued by the BPD at all times while serving on School District property. SROs shall use their best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of drug or alcohol use, physical violence, or crime are most likely to occur.

SROs shall, whenever possible and in accordance with guidance from the building administration or designee, participate in or attend school functions during their regular duty hours in order to assure the peaceful operation of school-related programs.

5. Chain of Command; Supervision

The day-to-day operational and administrative control of the SROs shall be the responsibility of the BPD. SROs shall coordinate with the Building Administrators

and assist them as requested; however, the ultimate responsibility of the SRO is to carry out their duties as law enforcement officers, as expressed and interpreted through the BPD chain of command. As employees of the BPD, all SROs will be subject to the chain of command of the BPD. Both Parties expect excellence from SROs and commit to frequent communication between Building Administrators and the SROs assigned to their buildings. Building Administrators shall meet with SROs assigned to their schools both formally and informally on a regular basis to discuss issues, duties, and responsibilities.

6. Performance Feedback

The BPD shall incorporate feedback from each SRO's Building Administration and school staff in the regular supervisory process of each SRO. The School District will provide the City data results from the School District's school climate assessments, if available.

7. Conflict Resolution

If the School District's expectation of excellence is not being met by an SRO, the Superintendent or designee will report unresolved concerns to the SRO Supervisor of the BPD sooner rather than later. Addressing issues promptly helps increase understanding and minimize potential negative impact on the school environment.

8. Extra Duties/Projects

The Parties agree to meet and discuss the terms for any special projects and/or extra duties.

I. Role, Responsibilities, and Expectations

1. Role

SROs assigned to the School District are intended to assist Building Administration in a support capacity for the purposes and in order to achieve the objectives described above. SROs are a vital component to the school community, and work with Building Administrators, staff, students, families, and

the community to provide a safe school environment, plan for and respond to emergencies, educate students on safety issues, and reduce incidents of crime, abuse, and violence. SROs are not responsible for enforcing school rules or serving as disciplinarians, but may initiate appropriate law enforcement actions as described in Section 2a below. SROs have no authority to make decisions on behalf of the School District or to bind the School District to any agreement or contract.

SROs shall seek to create an effective and positive school environment that (a) functions in concert with School District efforts to address school safety and climate; (b) utilizes appropriate and available behavioral and disciplinary interventions, including restorative measures as defined in 105 ILCS 5/27-23.7(b); (c) is clear, consistent, and equitable; and (d) reinforces positive behaviors.

Although placed in a formal educational environment, SROs will not be relieved of their official duties as law enforcement officers. Decisions to intervene formally will be made by an SRO when prudent or such actions are necessary to prevent any criminal act. In the event of criminal conduct, SROs shall have the authority to address, handle, and manage such conduct according to their education, training, and experience and consistent with the nature of criminal activity. Criminal citations will be issued and arrests will be made when appropriate and in accordance with applicable BPD policies and procedures. A school resource officer is prohibited from issuing monetary fines, fees, tickets, or citations for a municipal code violation on school grounds during school hours or while taking school transportation, though this shall not preclude requiring a student to provide restitution for lost, stolen, or damaged property.

The SRO is, first and foremost, a law enforcement officer. When enforcing laws on school grounds, the SRO should, as circumstances allow, respond to student-related issues in a manner appropriate to the student's age and gender, while demonstrating sensitivity to the unique environment of the school. This includes recognizing the students' limited freedom within the school setting and the importance of minimizing disruption to the educational process. The School District will place high preference on resolving school safety matters caused by a student through an alternative, non-criminal process. It may be most appropriate for an SRO to document school safety matters in a report for dissemination to the McLean County State's Attorney's and/or Juvenile Probation Offices for those

offices to determine whether alleged crimes will be charged or deferred for other alternative service.

2. Responsibilities

a. Law Enforcement Actions and Safety Interventions.

SROs may initiate appropriate law enforcement actions to address criminal matters, including without limitation matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members of the school community while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and School District and BPD policies and procedures. Except in case of exigent circumstances, in the event there is a conflict between School District and BPD policies and procedures, the Parties will meet to discuss and resolve the conflict. In the event of an exigent circumstance, the SRO shall follow BPD procedures and comply with School District policies to the extent they do not conflict.

b. District Safety Team

SROs will serve as part of the School District Safety Team as requested by the Director of Safety and Security. The School District Safety Team is a multi-disciplinary team consisting of the Director of Safety and Security, the Attorney for the District, and representatives from several different groups (see [Administrative Procedure 4.170-AP1 Comprehensive Safety and Security Program](#)).

The School District Safety Team:

1. advises and assists the Director of Safety and Security on safety and emergency issues;

2. plans, develops, implements, reviews, and revises the District's all-hazards Emergency Operations Plan (EOP) template consistent with Presidential Policy Directive (PPD) 8, the National Incident Management System (NIMS), Incident Command System (ICS), the Guide for Developing High-Quality School Emergency Operations Plans;
3. plans, develops, and conducts training exercises, including tabletop exercises, drills, functional exercises, and full-scale exercises; and
4. conducts the Annual Safety Review.

c. Emergency Operations Plan Training

In accordance with the School District's established EOP, SROs will assist the Director of Safety and Security and Building Administration in annual training of school personnel on the school's EOP and the courses of action when there is an active threat outside or inside a building including a dangerous intruder/active shooter situation. SROs will also assist the Director of Safety and Security and Building Administration in training students on the school's EOP.

d. School Threat Assessment Team

SROs also serve as a member of each school's multidisciplinary building-based behavior threat assessment team lead by the Building Administration that conducts a fact-based process assessing observed (or reasonably observable) behaviors to identify potentially dangerous or violent situations and how to manage/address them (see [Administrative Procedure 4.190-AP1 Targeted School Violence Prevention Program](#)).

e. Law Enforcement Lockdown Drills

Pursuant to and in accordance with the School Safety Drill Act (105 ILCS 128/), each school within the School District will conduct a law enforcement lockdown drill each school year to address an active threat or an active shooter within a school building. Such drills will be conducted according to the School District's emergency operation plans, protocols, and procedures to evaluate the preparedness of school personnel and students. Law enforcement lockdown drills will be conducted on days and times when students are

normally present in the school building and involve participation from all school personnel and students present at school at the time of the lockdown drill, except that administrators or school support personnel in their discretion may exempt students from the lockdown drill. SROs and the BPD will observe the administration of the lockdown drill.

During each calendar year, the BPD will contact the Building Administrator of each school to request participation in a law enforcement lockdown drill. The Building Administrator and BPD shall set, by mutual agreement, a date for the lockdown drill. The lockdown drill will require the on-site participation of the BPD. If a mutually agreeable date cannot be reached between the Building Administrator and the BPD, then the school shall still hold the lockdown drill without participation from the BPD. Upon the participation of the BPD in a law enforcement lockdown drill, the BPD shall certify that the law enforcement lockdown drill was conducted and notify the school in a timely manner of any deficiencies noted during the drill.

Lockdown drills will not include simulations that mimic an actual school shooting incident or active shooter event. They must be announced in advance to all school personnel and students prior to the commencement of the drill. The content must be age appropriate and developmentally appropriate. Lockdown drills must include and involve school personnel, including school-based mental health professionals, and include trauma-informed approaches to address the concerns and well-being of students and school personnel.

Schools must provide sufficient information and notification to parents and guardians in advance of any walk-through lockdown drill that involves the participation of students. Schools must also provide to parents and guardians an opportunity to exempt their child for any reason from participating in the walk-through lockdown drill. Schools must provide alternative safety education and instruction related to an active threat or active shooter event to students who do not participate in a walk-through lockdown drill to provide them with essential information, training, and instruction through less sensorial safety training methods. During the drill, students must be allowed to ask questions related to the drill.

The BPD may run an active shooter simulation with advance permission from the School District administration, including simulated gun fire drills, but only on days when school is not in session.

f. Mentoring and Outreach

SROs shall conduct themselves 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.

g. Education of Students

With permission of the SRO Supervisor, SROs will assist Building Administration and staff in educating students on safety issues, the school's emergency operations plan, school, gang, domestic, and teen violence, the dangers of alcohol and drug abuse, the juvenile court system and the role of laws, the courts, and law enforcement, resources available to students and families in the community, and other topics as requested.

h. Student Disciplinary Investigations and Hearings

The presence of SROs in schools is not intended to usurp the rights and responsibilities of Building Administrators and school personnel to enforce the rules of student conduct and to administer discipline in the schools. Recognizing that the Building Administration makes the final decision regarding the discipline of students, SROs will assist the Building Administration as requested in the investigation of student gross disobedience or misconduct including, but not limited to, reviewing video surveillance footage, interviewing students suspected of committing a criminal act, and conducting inspections and searches of school property and equipment, as well as students and their personal effects, consistent with the expectations set forth in Section 3(c) below.

SROs will attend suspension review and expulsion hearings upon the request of Building Administrators or the Superintendent to provide testimony or evidence related to student gross disobedience or misconduct.

When student gross disobedience or misconduct may also be a criminal act, SROs and school administrators will coordinate school investigations so as not to frustrate or interfere with the criminal investigation.

i. School Board Meetings

SROs will attend school board and other meetings when requested by District or school administration and mutually agreed to with the BPD in order to provide safety and security.

3. Expectations

a. Detainment and Questioning a Student on School Grounds

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, an SRO or BPD Officer must do all of the following:

1. Ensure that notification or attempted notification of the student's parent or guardian is made.
2. Document the time and manner in which the notification or attempted notification under paragraph 1 occurred.
3. 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 counselor, or any other mental health professional, are present during the questioning.
4. If practicable, make reasonable efforts to ensure that a law enforcement officer trained in promoting safe interactions and communications with youth is present during the questioning. 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 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.

This Section does not limit the authority of an SRO or BPD Officer to make an arrest on school grounds. 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:

1. Prevent bodily harm or injury to the student or any other person.
2. Apprehend an armed or fleeing suspect.
3. Prevent the destruction of evidence.
4. Address an emergency or other dangerous situation.

b. Requests for Outside Law Enforcement; Agency and Outside Law Enforcement Interviews

When practicable, any request for additional outside law enforcement assistance will be made in collaboration with the Building Administration and reported to the Director of Safety and Security. However, as soon as practical after the SRO requests additional outside law enforcement assistance on school property, the SRO shall advise the Building Administration. Requests for additional outside law enforcement assistance shall be made only when proper police procedures dictate that additional assistance is necessary to protect the safety or security of members of the school community. [Board Policy 7.150 Agency and Law Enforcement Requests](#), and [Administrative Procedure 7.150-AP Agency and Outside Law Enforcement Interviews](#) are incorporated into this MOU and must be followed by SROs at all times, including the requirements in Section 3(a) above regarding parental notification of detainment and questioning on school grounds.

c. Search and Seizure

In order to maintain order and security in the schools, SROs are authorized to conduct reasonable searches of school property, as well as of students and their personal effects, when requested by school authorities or when otherwise lawful and appropriate under law enforcement guidelines or procedures. Pursuant to Illinois law, a search of a student on school grounds by an SRO at the request of school authorities is deemed a search by a school employee for Fourth Amendment purposes and thus is subject to the

reasonableness standard, not the probable cause standard. All searches shall be conducted consistent with [Board Policy 7.140 Search and Seizure](#).

School Property and Equipment as well as Personal Effects Left There by Students

School authorities may inspect and search school property and equipment owned or controlled by the school (such as lockers, desks, and parking lots), as well as personal effects left there by a student, without notice to or the consent of the student. Students have no reasonable expectation of privacy in these places or areas or in their personal effects left there. This paragraph applies to student vehicles parked on school property. In addition, Building Administrators shall require each high school student, in return for the privilege of parking on school property, to consent in writing to school searches of his or her vehicle, and personal effects therein, without notice and without suspicion of wrongdoing. The Superintendent may request the assistance of law enforcement officials to conduct inspections and searches of lockers, desks, parking lots, and other school property and equipment 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 is initiated by school authorities other than the SRO, BPD will provide safety and security during the search by school authorities, but BPD's presence shall not be construed to mean BPD is authorizing such a search.

Students

School Authorities may search a student and/or the student's personal effects in the student's possession (such as purses, wallets, knapsacks, book bags, lunch boxes, etc.) when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law or the School District's student conduct rules. The search itself must be conducted in a manner which is reasonably related to its objective and not excessively intrusive in light of the student's age and sex and the nature of the infraction. When feasible, the search should be conducted as follows:

1. Outside the view of others, including students;
2. In the presence of a school administrator or adult witness; and
3. By a certificated employee or SRO of the same sex as the student.

Immediately following a search, a written report shall be made by the

School Authority who conducted the search, and given to the Superintendent. The student's parents/guardians shall be notified of the search as soon as possible.

Cell Phone/Electronic Device Searches

Searches of cell phones/electronic devices 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, exigent circumstances, or getting a warrant solves this issue.

Seizure of Property

If a search produces evidence that the student has violated or is violating a School District policy or rule, such evidence may be seized and impounded by school authorities.

If a search produces evidence that the student has violated or is violating the State criminal code or a local ordinance, such evidence shall be seized and impounded by the SRO or BPD officer.

If evidence is related to both a criminal offense or ordinance violation and a School District policy or rule, the SRO or BPD officer shall secure the evidence in accordance with appropriate criminal investigation procedures. When the evidence is relevant and necessary to both a school disciplinary proceeding and a criminal case, it shall be maintained by BPD. BPD will coordinate with the school authorities to ensure the evidence is made available for the school proceeding, provided such access does not interfere with the criminal investigation or prosecution.

d. Body-Worn Cameras

Body-Worn Cameras ("BWCs") by SROs and BPD Officers are subject to and must be in compliance with federal, state, and local regulations regarding their use and operation. The BPD shall notify the School District at least two weeks before SROs or BPD Officers begin use of BWCs, and it will provide written information and training to the Building Administrators of the schools in which the SROs or BPD Officers may enter. Training shall include the objectives and procedures for the use of BWCs in public and in schools.

Every SRO or BPD 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, SROs and BPD Officers shall adhere to the objectives and procedures outlined in this MOU and the BPD's General Operations Orders or similar policies when they utilize BWCs. The BPD shall, if not otherwise prohibited by law, provide to the School District copies of any such filming of students, parents, employees, or others upon school property, upon request for such copies by the School District, as a law enforcement record. In the event that the BPD receives advice that providing a copy of such videos is prohibited, the BPD agrees to facilitate the availability of its SROs and BPD Officer(s) that made the video to testify, upon request by the School District, in any school disciplinary hearing concerning his/her/their knowledge of the facts and circumstances of the videoed incident.

Any such film or video taken by and kept in the possession of SROs or BPD 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 School District. SROs and BPD 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](#).

e. Student Records

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 BPD without a warrant or subpoena/court order. SROs shall at all times recognize and comply with the confidentiality of student and education records and may only access such records when there is a current demonstrable educational interest in the student in furtherance

of that interest or another exception applies in accordance with the requirements of [Board Policy 7.340, Student Records](#).

School student records may only be released to the BPD by the building principal. Information kept by SROs 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 MOU.

Within its standard operating procedures, the BPD will include training for SROs and BPD Officers about these laws, along with information about how to access the School District's policies and procedures for school student records.

j. Live Feeds

The School District will provide SROs access to its video surveillance live feeds to one or more of its buildings. SRO access is strictly limited to safety reasons, or investigatory reasons when requested by a School District or Building Administrator or required to address exigent circumstances. The School District will also provide the BPD access to its video surveillance live feeds. Access by the BPD shall be strictly limited to a health or safety emergency to allow its tactical forces to become familiar with current conditions that underlie the health or safety emergency.

k. Use of Force

Use of force may be implemented in accordance with applicable laws and pursuant to BPD policies, procedures, and protocols. An SRO shall provide Director of Safety and Security with a brief written summary anytime the SRO is involved in any physical altercation with a student or otherwise restrains a student.

J. Reports to School Resource Officers

1. Firearms; Drug-Related Incidents; Attacks on School Personnel

105 ILCS 5/10-27.1A requires a principal or designee immediately notify a local law enforcement agency upon receiving a report from any school official, including teachers, school counselors, and support staff, or from any other person, that they have observed a person in possession of a firearm on school grounds.

105 ILCS 5/10-27.1B requires the superintendent or designee to notify local law enforcement authorities immediately upon receiving a report from school personnel of a verified drug-related incident occurring in a school or on school property and to notify the Illinois State Police in a form, manner, and frequency as prescribed by the Illinois State Police.

105 ILCS 5/10-21.7 requires that upon receipt of a written complaint from school personnel, a school must report all incidents of battery committed against teachers, teacher personnel, administrative personnel, or educational support personnel to the local law enforcement authorities immediately after the occurrence of the attack. Schools must also report these incidents to the Illinois State Board of Education ("ISBE") through the school incident reporting system ("SIRS") as they occur during the year by no later than August 1 for the preceding school year.

[Board Policy 7.190, Student Behavior](#), and [Administrative Procedure 4.170-AP1, Comprehensive Safety and Security Program](#), implement these statutes, and for purposes of satisfying the requirement of notifying local law enforcement, Building Administrators shall notify their school's assigned SRO, if available, and if not available, notify BPD.

2. Clear and Present Danger

430 ILCS 66/105 requires the principal of a public elementary or secondary school, or his or her designee, to report to the Illinois State Police when a student is determined to pose a clear and present danger to himself, herself, or to others, within 24 hours of the determination. "Clear and present danger" means a person who demonstrates threatening physical or verbal behavior, such as violent, suicidal, or assaultive threats, actions, or other behavior, as determined by a physician, clinical psychologist, qualified examiner, school administrator, or law enforcement official.

These reports are made via the Illinois State Police Law Enforcement Portal, but will also be shared with the assigned SRO. Building Administrators should consult with their assigned SRO as needed to determine whether a “clear and present danger” exists.

3. Child Abuse or Neglect

The Abused and Neglected Child Reporting Act (325 ILCS 5/) requires that educational personnel immediately report to the Illinois Department of Children and Family Services (“DCFS”) when they have reasonable cause to believe that a child known to them in their professional or official capacities may be an abused child or neglected child. [Board Policy 5.90, Abused and Neglected Child Reporting](#), and [Administrative Procedure 5.190-AP1, Coordination with Children’s Advocacy Center](#), implement this requirement and require coordination with DCFS, the applicable SRO, and local law enforcement regarding notifications to parents/guardians and investigations.

K. Information Sharing

The BPD and District agree to share information pertaining to the safety of school facilities, students, staff, and parents per the executed Intergovernmental Agreement Regarding the Reciprocal Reporting of Criminal Offenses. Beginning with the 2027-2028 school year, the District shall collect and annually report to ISBE, in a manner and method determined by ISBE, the number of students in kindergarten through grade 12 who were referred to a law enforcement agency or official and the number of instances of referrals to law enforcement that students in grades kindergarten through 12 received. The BPD and District will keep track of and share with each other referrals to law enforcement as necessary to comply with this reporting requirement, including data disaggregated by race and ethnicity, sex, grade level, whether a student is an English learner, and disability.

L. Term; Termination

The term of this MOU shall be retroactive to July 1, 2025, and end on June 30, 2027. Thereafter, it shall automatically renew for successive one-year periods commencing July 1st of each year and expiring June 30th of the following year, unless terminated

by either Party, with notice to the other Party, no later than March 15th of a given year. In the event of termination, both Parties shall continue to fulfill their obligations under the MOU until the end of the current term. This MOU and the SRO program shall be reviewed and evaluated by the Parties annually and include the opportunity for community and stakeholder input.

M. Insurance

The Parties agree that although placed in a formal educational environment SROs, when performing their respective law enforcement duties, are performing a police function that has been directed by the City and BPD. Performance of SRO duties shall in no way be deemed, construed, or interpreted as performing police duties on behalf of the School District itself. Actions taken by an SRO at the direction of District or Building Administrators shall in no way be deemed, construed, or interpreted as performing police duties on behalf of the BPD unless it also involves SRO duties.

For the duration of this MOU, each Party shall purchase and maintain in full force and effect insurance coverage sufficient to cover its liabilities pursuant to this MOU or required by law, including, but not limited to, general liability and employer's liability coverage. General liability and employer's liability coverage shall be in an amount not less than \$1,000,000.00 per occurrence for personal injury and/or death and property damage. Coverage shall contain no exclusions for cross liability between insureds. Each Party shall provide the other Party a certificate of insurance evidencing the above coverage.

N. Indemnification; Immunities

1. Mutual Indemnification.

It is understood and agreed that neither Party to this MOU shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law and this MOU shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other Party or against third parties. The Parties further agree to indemnify, reimburse and hold each other, their respective board or council members, officers, employees, and agents harmless against any and all liabilities, damages, claims, causes of action, costs, expenses and fees, including attorney

fees, that either Party incurs arising out of or occurring in connection with the other Party's negligent, reckless or intentional misconduct.

2. School District's Indemnification.

The School District shall indemnify, defend, reimburse, and hold the City, its council members, officers, employees, and agents, harmless against any and all liabilities, damages, claims, causes of action, costs, expenses and fees, including attorney fees, that the City incurs as a result of any action taken by an SRO or BPD Officer at the School District's, or its agents', direction.

3. City's Indemnification.

Except as provided in Section (N)(2), The City will indemnify the School District for actions taken by SROs.

4. Survival.

This Section (0), in its entirety, shall survive the expiration or termination of this MOU.

O. General Provisions

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 or an agreement between the Parties. 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 Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/) or the State Employee Indemnification Act (5 ILCS 350/).

2. Amendment

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 under this MOU.

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.

Notices shall be given as follows:

Notice to the School District:

Community Unit School District No. 5,
McLean and Woodford Counties, Illinois
Attn: Superintendent

1809 W. Hovey Ave.
Normal, IL 61761

With a copy to:

Community Unit School District No. 5,
McLean and Woodford Counties, Illinois
Attn: Attorney for the District
1809 W. Hovey Ave.
Normal, IL 61761

Notice to the City:

City of Bloomington
Attn: City Clerk
115 E. Washington Street

Bloomington, IL 61701

With a copy to:

Bloomington Police Department
Attn: Chief of Police
301 S. East Street
Bloomington, IL 61701

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 Board of Education 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.

**BOARD OF EDUCATION OF COMMUNITY
UNIT SCHOOL DISTRICT NO 5, MCLEAN
AND WOODFORD COUNTIES, ILLINOIS**

President

Date: _____

CITY OF BLOOMINGTON, ILLINOIS

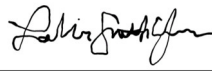


Mayor

Date: 5/27/2026 | 12:46 PM CDT

ATTEST:

Secretary



City of Bloomington Clerk



Date: _____

Date: 5/27/2026 | 12:55 PM CDT