

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF OAK PARK AND THE BOARD OF EDUCATION OF
OAK PARK ELEMENTARY SCHOOL DISTRICT NO. 97 FOR PURPOSES OF
RECIPROCAL REPORTING, THE PROVISION OF A LAW ENFORCEMENT
OFFICER TO SERVE ON DISTRICT'S THREAT ASSESSMENT TEAM, AND FOR
THE PROVISION OF GENERAL PROCEDURES FOR LAW ENFORCEMENT
ACTION ON SCHOOL GROUNDS

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between the **VILLAGE OF OAK PARK**, Cook County, Illinois (hereinafter referred to as the "VILLAGE"), an Illinois home rule municipal corporation and **THE BOARD OF EDUCATION OF OAK PARK ELEMENTARY SCHOOL DISTRICT NO. 97**, Cook County, Illinois (hereinafter referred to as the "DISTRICT"), an Illinois Public School District (hereinafter collectively referred to as the "Parties") on the ____ day of _____, 2022.

WHEREAS, this Agreement has been prepared to comply with Sections 10-20.14, 22-20, and 22-85 of the Illinois School Code (105 ILCS 5/10-20.14, 5/22-20, 5/22-85), Section 1-7 of the Juvenile Court Act of 1987 (705 ILCS 405/1-7), Section 6(a)(6.5) of the Illinois School Student Records Act (105 ILCS 10/6(a)(6,5)), the Family Educational and Privacy Rights Act (20 U.S.C. 1232(g)), and Section 45 of the School Safety Drill Act (105 ILCS 128/45); and

WHEREAS, the DISTRICT and the VILLAGE desire to approve and enter into a reciprocal reporting agreement pursuant to state and federal laws that impose certain reporting requirements on local law enforcement agencies and public schools to enhance the cooperation, reporting and communications and to improve the flow of information between educators and VILLAGE law enforcement personnel from the VILLAGE'S Police Department relating to violent or criminal activity by students in an effort to rehabilitate the offender, but also to protect the other students and school employees; and

WHEREAS, the DISTRICT and the VILLAGE also desire to enter into an agreement for the provision of a law enforcement officer to serve on the DISTRICT's threat assessment team, in compliance with 105 ILCS 128/45; and

WHEREAS, this Agreement is entered into and maintained in order to foster cooperation, collaboration, and improve the flow of information between the DISTRICT and the VILLAGE; and

WHEREAS, the cooperation and flow of information is essential to providing the safe, healthy and violence-free school environment to which all students are entitled, and which all students need to thrive and learn; and

WHEREAS, this Agreement is established after discussion among the undersigned, resulting in a consensus; and

WHEREAS, the DISTRICT and the VILLAGE need to have access to activities of minor students in and out of school, so that they may work together in an efficient manner to prevent, eliminate and discourage acts of crime, violence and intimidation, to promote the maintenance of discipline and safety in the schools, to promote safety in the community, and to facilitate the rehabilitation of students; and

WHEREAS, the DISTRICT and the VILLAGE are authorized to enter into this Agreement pursuant to Article VII, Section 10(a) of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and they have each determined that the approval of and entering into this Agreement is in the best interests of the public and the students who attend and the employees who work at the DISTRICT.

NOW THEREFORE, in consideration of the foregoing and the mutual promises herein contained, it is hereby mutually agreed by and between the DISTRICT and the VILLAGE as follows:

1. The DISTRICT shall provide the Chief of Police of the VILLAGE'S Police Department (hereinafter "Police Chief") with a list of administrators to be contacted as needed. The list will contain regular and emergency telephone numbers for the administrators and will identify the particular types of problems for which particular administrators are to be contacted. The administrators identified in the list shall be considered the "Appropriate School Official," for purposes of Section 1-7(A)(8) of the Juvenile Court Act. 705 ILCS 405/1-7(A)(8).
2. The Police Chief shall provide the DISTRICT with the names and titles of a primary contact and two back-up contacts, who will have the primary responsibility for implementing these guidelines on behalf of the VILLAGE's Police Department. Any person so designated by the Police Chief shall be considered an "Appropriate Law Enforcement Representative."
3. The DISTRICT and Police Chief may, as they deem necessary and upon written notification, designate different persons to the respective positions of "Appropriate School Official" and "Appropriate Law Enforcement Representative."
4. The Police Chief shall select at least one "Threat Assessment Team Representative" from the VILLAGE's Police Department to serve on the DISTRICT Threat Assessment Team, as required pursuant to Section 45 of the School Safety Drill Act (105 ILCS 128/45). The duties and obligations of the parties as such pertain to participation on the DISTRICT Threat Assessment Team are detailed in Exhibit B, *Memorandum of Understanding Between Village of Oak Park and Oak Park Elementary School District No. 97 for the Provision of a Law Enforcement Officer(s) to Serve on DISTRICT's Threat Assessment Team and for the Provision of Procedures for Law Enforcement Action on School Grounds*.
5. Any Appropriate School Official and Appropriate Law Enforcement Official (collectively, the "Appropriate Officials") may communicate verbally with each other as deemed necessary. Said officials will arrange meetings, as needed, between school officials and individuals representing law enforcement to share information regarding criminal offenses committed by

students consistent with this Agreement and to otherwise facilitate and review enforcement of this Agreement. Information and records shared at such meetings may be verbally communicated among said officials, except that Law Enforcement Records, as defined in Section 9(A), below, must be provided in writing. Information in written form may be transmitted among the Appropriate Officials by any agreed-upon method, including, but not limited to, United States mail, personal delivery, electronic mail, or facsimile transmission, provided security safeguards are in place to ensure confidentiality.

6. The DISTRICT and the VILLAGE acknowledge and agree to adhere to their statutory reporting responsibilities, as may be amended and as summarized in Exhibit "A," which is attached hereto and incorporated herein, and which duties are in addition to those set forth herein.
7. Appropriate School Officials shall follow state and federal laws regarding school records. In addition, it is recognized that the reports and other information maintained by law enforcement are not student records. 105 ILCS 10/2(d).
8. Section 6(a)(6.5) of the Illinois School Student Records Act (105 ILCS 10/6(a)(6.5)), authorizes THE DISTRICT to release student record information to law enforcement officers when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that such records will not be disclosed to any other party, except as provided by law or order of court. In the event that such information is so provided, VILLAGE hereby agrees that all student record information disclosed and communications made under this paragraph are to remain confidential and will not be disclosed to any other party, except as provided by State law or order of court. This provision is intended, among other things, to satisfy the written certification requirement of Section 6(a)(6.5) of the Illinois School Student Records Act and the Family Educational Rights and Privacy Act (20 U.S.C. 1232(g)).
9. It is understood that the VILLAGE and all Appropriate Law Enforcement Representatives will comply with applicable state and federal law in implementing these procedures and that they may:
 - A. Provide copies of juvenile Law Enforcement Records to the Appropriate School Official for persons under 18 years of age, who are enrolled in a DISTRICT school, pursuant to Section 1-7(A) of the Juvenile Court Act of 1987 (705 ILCS 405/1-7(A)), when their use is needed for good cause and with an order from the juvenile court, or Section 1-7(A)(8) of the Juvenile Court Act of 1987 (705 ILCS 405/1-7(A)(8)). Such sharing of juvenile law enforcement records may occur only if the student has been arrested or taken into custody for one of the offenses listed below, provided that the VILLAGE's Police Department or officer believes that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds.
 - i. Any violation of Article 24 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/24-1 et seq.);

- ii. A violation of the Illinois Controlled Substance Act (720 ILCS 570/100 et seq.);
- iii. A violation of the Cannabis Control Act (720 ILCS 550/1 et seq.);
- iv. A forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/2-8);
- v. A violation of the Methamphetamine Control and Community Protection Act (720 ILCS 646/1 et seq.);
- vi. A violation of the Sections 26.5-1, 26.5-2 of the Harassing and Obscene Communications Act (720 ILCS 5/26.5-0.1 et. seq.);
- vii. A violation of the Hazing Act (720 ILCS 5/12C-50); or
- viii. A violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12-3.4, 12-3.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/).

The limitations of this paragraph shall be deemed to be expanded or further restricted in accordance with any subsequent amendments to Sections 1-7(8) and/or 5/905(1)(h) of the Juvenile Court Act of 1987 (705 ILCS 405/1-7(8) and/or 405/5-905(1)(h)) or other relevant laws.

The information derived from the juvenile law enforcement records shall be kept separate from and shall not become a part of the official school record of that minor student and shall not be a public record. The information shall be used solely by the Appropriate School Official or Officials to aid in the proper rehabilitation of the minor student and to protect the safety of students and employees in the school. If the Appropriate Officials deem it to be in the best interest of the minor student, the student may be referred to in-school or community-based social services if those services are available. Rehabilitation services may include interventions by school support personnel, referrals to community-based agencies such as youth services, behavioral healthcare service providers, drug and alcohol prevention or treatment programs, and other interventions as deemed appropriate for the student.

Any information provided to Appropriate School Officials whom the school has determined to have a legitimate educational or safety interest by the VILLAGE's Police Department about a minor who is the subject of a current police investigation that is directly related to school safety shall consist of oral information only, and not written juvenile law enforcement records, and shall be used solely by the Appropriate School Official or Officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from the VILLAGE's Police Department shall be kept separate from and shall not become a part of the official school record of the student and shall not be a public record.

- B. Provide copies to, or authorize inspection by the Appropriate School Official, pursuant to Section 2.15 of the Freedom of Information Act (5 ILCS 140/2.15), of the following records for persons of 18 years of age or older, who are enrolled in a school within the DISTRICT:
- i. Chronologically maintained arrest information, such as traditional arrest logs or blotters; and
 - ii. The name of the person in custody of the VILLAGE's Police Department and the charges for which the person is being held.
10. All information disclosed and communications made under this Agreement are to remain confidential and shall not be disclosed or made available in any form to any other person or agency outside of this Agreement, except as specifically authorized by this Agreement or unless specifically authorized by law.
11. The responsibilities of the Appropriate School Officials and Appropriate Law Enforcement Officials under this Agreement shall include providing information pertaining to activities occurring in school, on school grounds, off school grounds, at school-related activities, or by or against school personnel.
12. Nothing in this Agreement is intended to limit or restrict the duty and authority of school personnel to request police services for disturbances or other emergencies occurring in or around any of its school buildings, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the DISTRICT to provide information or otherwise cooperate in law enforcement investigations, including but not limited to providing witness statements and testimony.
13. Where an activity reportable under this Agreement poses an imminent threat to the safety of students or community members, the information will be shared as soon as possible.
14. The Illinois Criminal Code and the Juvenile Court Act shall be incorporated herein as a reference for defining any terms in this Agreement.
15. It is understood and agreed that neither party to this Agreement 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 Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other Party or against third parties. The parties further agree to indemnify, reimburse and hold each other harmless against any and all liabilities, damages, claims, causes of action, costs, expenses and fees, including attorney fees, that either party incurs arising out of or occurring in connection with the other party's negligent, reckless or intentional misconduct.
16. Any notices required hereunder shall be delivered or served in writing the Parties as follows:

If to the VILLAGE:
Chief of Police
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302

If to the DISTRICT:
Superintendent
Oak Park ESD 97
260 Madison Street
Oak Park, Illinois 60302

17. The agreements, covenants, terms and conditions contained herein may be amended only through written mutual consent of the Parties referencing this Agreement, and a copy of any such written amendment shall be attached to this Agreement. Such amendments shall be approved by the Parties' respective governing boards. The Parties representatives shall meet and confer on annual basis during the term of this Agreement to determine whether any amendments to this Agreement are necessary or are required by law.
18. This Agreement and any amendments thereto shall become effective when approved and executed by both Parties, and shall remain in effect from year to year thereafter unless either Party takes action to terminate the Agreement.
19. Either Party may terminate this Agreement any time during the term by providing the other Party thirty (30) calendar days prior written notice of such termination. The Parties may also terminate this Agreement by written mutual consent.
20. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

VILLAGE OF OAK PARK

**BOARD OF EDUCATION OF OAK
PARK ELEMENTARY SCHOOL
DISTRICT NO. 97**

By: _____
Kevin J. Jackson
Village Manager

By: _____
Jung Kim, Board President

Date: _____

Date: _____

Attest: _____
Christina M. Waters
Village Clerk

Attest: _____
[onya Boose] Secretary

Date: _____

Date: _____

Exhibit "A"

Additional Duties Imposed by Illinois Statutes

School districts and law enforcement agencies have certain reciprocal reporting duties by statute. These duties are separate from and in addition to any reciprocal reporting duties set forth in the Agreement to which this Exhibit is attached. The following is a list of those duties.

A. DISTRICT duties.

1. The Superintendent (or designee) is required to immediately report to the VILLAGE's Police Department, upon receipt of a written complaint from any school personnel, all incidents of battery committed against teachers, teacher personnel, administrative personnel or educational support personnel. 105 ILCS 5/10-21.7. Notification to the Department State Police's Illinois Uniform Crime Reporting Program is required within three days after the incident.
2. The building principal (or designee) is required to immediately report to the VILLAGE's Police Department:
 - a) Upon receiving a report from any school official or from any other person that any person, other than a law enforcement official engaged in the conduct of his or her official duties, was observed in possession of a firearm on school grounds. 105 ILCS 5/10-27.1A (a and b).
 - b) Upon receipt of any written, electronic or verbal report from any school personnel regarding a verified incident involving a firearm 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. 105 ILCS 5/10-27.1A(c). Notification to the Department of State Police shall occur in a form, manner and frequency as prescribed by the Department of State Police. Such incidents include possession of a firearm. Firearm is defined in 430 ILCS 65/1.1.
 - c) Upon receipt of any written, electronic or verbal report from any school personnel regarding a verified incident involving drugs (cannabis and narcotic 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. 105 ILCS 5/10-27.1B. Notification to the Department of State Police shall occur in a form, manner and frequency as prescribed by the Department of State Police.
3. The building principal (or designee) is required to report to the VILLAGE's Police Department within 48 hours of becoming aware of any incidents involving violation of Section 5.2 of the Cannabis Control Act, 720 ILCS 550/5.2, involving the manufacture, delivery, or possession with the intent to deliver, or manufacture, not less than 2.5 grams of cannabis or over 5,000 grams of cannabis, Section 401 and Section 407(b) of the

Illinois Controlled Substances Act, 720 ILCS 570/401 and 720 ILCS 570/407(b), and/or violations of the Methamphetamine Control and Community Protection Act, 720 ILCS 646/1 *et seq.*, occurring in a school, on the real property comprising any school, on a public way within 1,000 feet of a school, or in any conveyance owned, leased or contracted by a school to transport students to or from school or a school-related activity. Said reporting requirements are pursuant to Section 2 of the School Reporting of Drug Violations Act, 105 ILCS 127/2.

4. The records provided to the DISTRICT by the VILLAGE's Police Department per Section B(1), below, must be kept separate from and not become a part of the official school record of a student. Such records are not a public record, and can be used solely by the building principal, counselors and teachers of the school to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the school. 105 ILCS 5/22-20.

B. VILLAGE duties.

- I. The VILLAGE's Police Department must report to the building principal of the school whenever a student enrolled there is detained for proceedings under the Juvenile Court Act of 1987, as heretofore and hereafter amended, or for any criminal offense or violation of a municipal or county ordinance. The report must contain the basis for detaining the student, circumstances surrounding the events which led to the student'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. 105 ILCS 5/22-20.

Exhibit "B"

Memorandum of Understanding Between the Village of Oak Park and the Oak Park Elementary School District No. 97 for the Provision of a Law Enforcement Officer(s) to Serve on DISTRICT's Threat Assessment Team and for the Provision of Procedures for Law Enforcement Action on School Grounds

This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into by and between the Village of Oak Park (hereinafter referred to as the "VILLAGE") and Oak Park Elementary School District No. 97 (hereinafter referred to as the "DISTRICT"), collectively the Parties (hereinafter referred to as the "PARTIES"), for the provision of law enforcement resources for purposes of carrying out the DISTRICT's obligations pursuant to Public Act 101-0455, amending the School Safety Drill Act (105 ILCS 128/1). This MOU clarifies the responsibilities of the VILLAGE and the DISTRICT, the roles of the DISTRICT staff and law enforcement officers serving on the threat assessment team, and the scope of each party's authority in the administration of the DISTRICT's threat assessment procedures.

This MOU has also been established for the purpose of establishing general procedures for law enforcement activities on school grounds, including the role of law enforcement officers when interacting with students, while carrying out law enforcement duties and responsibilities. The procedures outlined in this MOU serve as proper protocol for law enforcement officers to follow when conducting law enforcement activities on school grounds, and sets limits as to the conduct and role of law enforcement officers when interacting with DISTRICT staff, students and administrators.

PART 1: Responsibilities Related to the Threat Assessment Team

The following provisions set forth the roles and responsibilities of the PARTIES, as such pertains to the activities of the District's threat assessment team and implementation of the District's threat assessment procedures.

I. Goals and Objectives

It is understood and agreed that the VILLAGE and the DISTRICT share the following goals and objectives with regard to the administration of the DISTRICT's threat assessment procedures:

- A. To provide security to the schools from threats of school violence by implementing the DISTRICT's threat assessment procedures, which include assessing threats to school safety, reducing and eliminating such threats and swiftly responding to any immediate threats or breaches of security;
- B. To work collaboratively with the members of the threat assessment team to evaluate the effectiveness of the DISTRICT's threat assessment procedures, and make revisions and updates, as needed;
- C. To promote an atmosphere of safety, security and order for students and staff through the

use of school discipline and enforcement of criminal statutes, traffic laws and city and county ordinances; and

- D. To address criminal activity by students through the collaborative administration of school discipline and/or referral to the criminal justice system.

II. Duties of Law Enforcement

- A. The VILLAGE shall be responsible for selecting and assigning a law enforcement officer(s) to serve on the DISTRICT's threat assessment team. The DISTRICT may request the assignment of a new law enforcement officer at any time by providing written to the VILLAGE.
- B. The VILLAGE shall retain all employer and management rights of any law enforcement officer serving on the DISTRICT's threat assessment team. Any concerns regarding the law enforcement officer's participation on the DISTRICT's threat assessment team shall be brought to the attention of the Police Chief.

III. Duties of Law Enforcement Officer

- A. **Attend all Threat Assessment Team Meetings.** The designated law enforcement officer(s) will attend all threat assessment team meetings unless the Chief of Police determines in the Chief's discretion that the designated law enforcement officer(S) must perform other duties due to an emergency. In the event that the appointed law enforcement officer is unable to attend a team meeting, the VILLAGE will designate another qualified law enforcement officer to participate in the team meeting unless the Police Chief determines in the Chief's discretion that attendance by another qualified law enforcement officer cannot occur because that officer must perform other duties due to an emergency.
- B. **Participate in any Threat Assessment Team Training.** The designated law enforcement officer(s) will, at a minimum, participate in the following annual training as required by all members of the DISTRICT's threat assessment team: Comprehensive School Threat Assessment Guidelines (CSTAG) model.
- C. **Implement Law Enforcement Actions and Safety Interventions.** The law enforcement officer(s) serving on the DISTRICT's threat assessment team may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members of the school community while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable

laws, regulations, and policies.

IV. Duties of DISTRICT

- A. **Sharing Current Threat Assessment Procedures.** DISTRICT Administration shall share its current threat assessment procedures with the designated law enforcement officer, including any revisions or updates made to such procedures.
- B. **Scheduling of Threat Assessment Team Meetings.** DISTRICT Administration shall develop a schedule of threat assessment team meetings, on an annual basis, and will provide the designated law enforcement officer(s) with copies of such schedule.
- C. **Training for Law Enforcement Officer(s) Serving on Threat Assessment Team.** DISTRICT shall provide, and cover any associated costs for, training regarding the DISTRICT's threat assessment procedures to any law enforcement officer serving on the DISTRICT's threat assessment team.
- D. **Maintain Records of the Threat Assessment Team.** DISTRICT Administration shall maintain any records of the threat assessment team, in accordance with the DISTRICT's policies and procedures and relevant state and federal laws.

PART 2: GENERAL LAW ENFORCEMENT ACTIVITY

The following provisions outline the protocols and procedures expected of any law enforcement official conducting law enforcement action or activities on school grounds, regardless of whether the official is acting at the direction of the District's administration or at the direction of the VILLAGE's Police Department. The following protocols and procedures also apply to any law enforcement officer's participation on the District's threat assessment team.

- I. Searches Conducted on School Grounds. When requested to assist with a search by school authorities, the law enforcement officer shall comply with DISTRICT's Board Policy 7:140, *Search and Seizure*, and related administrative procedures as follows:
 - 1. At the request of school authorities, the law enforcement officer may search a student and/or the student's personal effects in 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 that the particular student has violated or is violating the law. The search itself must be conducted in a manner that is reasonably related to its objective and not excessively intrusive in light of the student's age, sex and nature of the infraction.
 - 2. When feasible, the search should be conducted:
 - i. Outside the view of others, including students;

- ii. In the presence of a school administrator or adult witness; and
 - iii. By a certificated employee or law enforcement officer of the same sex as the student.
3. Following a search, the law enforcement officer shall document the date and time of the search in accordance with applicable Police Department procedures.
4. The law enforcement officer shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless his/her assistance is requested by school authorities to maintain a safe and secure school environment.
5. Pursuant to current Illinois law, a search of a student on school grounds by a law enforcement officer 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 unless such law is later modified.

II. Investigations, Interviews and Arrests on School Grounds. Criminal investigations, interviews and arrests by the law enforcement officer will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interviews, searches and arrests. If the law enforcement officer interviews, searches, or arrests a student at school, all reasonable efforts will be made to protect the student's privacy.

The law enforcement officers will not be involved in interviews of students initiated and conducted by school authorities in disciplinary matters, unless requested by school authorities, pursuant to the DISTRICT's threat assessment procedures or as necessary to maintain a safe and secure school environment.

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

- a. The law enforcement officer shall promptly notify the Building Principal whenever he/she seeks to question a student in an investigative manner or to take any direct law enforcement action against a student.
- b. If applicable, the Building Principal will review the warrants for arrest, search warrants, or subpoenas to be served.
- c. Before detaining and questioning a student under the age of 18 years old on school grounds who is suspected of committing a criminal act, the law enforcement officer shall:

- a. Ensure that notification or attempted notification of the student's parent or guardian is made;
 - b. Document the time and manner in which the notification or attempted notification occurred;
 - c. Make reasonable efforts to ensure that the student's parent or guardian is present during the questioning or, if not present, ensure that school personnel such as a school social worker, school psychologist, school nurse, school guidance counselor or any other mental health professional are present during the questioning; and
 - d. 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.
- d. Interviews will be conducted in a private setting. If the parent(s)/guardian(s) are absent, the Building Principal or the Building Principal's designee will be present during the interview.
 - e. No minor student shall be removed from the school by the law enforcement officer without the consent of parent(s)/guardian(s), except upon service of a valid warrant of arrest or in cases of warrantless temporary protective custody.

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

III. Student Behavior and School Discipline

DISTRICT administration shall be solely responsible for implementing student behavior rules, policies and procedures. DISTRICT administration, not law enforcement, has the primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The law enforcement officer should generally not have any involvement in routine disciplinary matters, such as tardiness, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, disrespectful behavior, and other minor infractions of school rules. This does not prohibit the law enforcement officer from independently investigating student conduct which involves violations of law, even if the same student conduct which violates the law also results in disciplinary action by DISTRICT administration.

IV. Joint Law Enforcement and School Discipline Investigations.

In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g. when both the school authorities and the law enforcement officer are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school authorities and the

law enforcement officer to work in tandem. In such circumstances, the law enforcement officer shall be mindful of and clarify his/her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing. The law enforcement officer must comply with the provisions outlined within this MOU.

V. Confidentiality: Access to Student Records

Any law enforcement officer serving on the DISTRICT's threat assessment team shall comply with all applicable laws, regulations and DISTRICT policies relating to the confidentiality of student records, including but not limited to: the *Illinois School Student Records Act* ("ISSRA", 105 ILCS 10/1 et seq.), the *Family Educational Rights and Privacy Act* ("FERPA", 20 U.S.C. 1232g), the *Individuals with Disabilities Education Act* (20 U.S.C. 1400 et seq.), the *Illinois Mental Health and Developmental Disabilities Confidentiality Act* (740 ILCS 110/1 et seq.), and DISTRICT Board Policy 7:340, *Student Records*.

The law enforcement officer may have access to confidential student records or to any personally identifiable information of any DISTRICT student to the extent allowed under FERPA, ISSRA, and applicable DISTRICT policies and procedures. The law enforcement officer shall not automatically have access to confidential student records or personally identifiable information in those records simply because he/she is conducting a criminal investigation involving a student. School officials may, however, share relevant student records and personally identifiable information in those records with the law enforcement officer under any of the following circumstances:

- A. The law enforcement is acting as a "school official" as it relates to accessing student records as defined in 34 C.F.R. §99.31 because he/she is exercising a function that would otherwise be performed by school personnel (i.e. serving on the DISTRICT's threat assessment team) and has legitimate educational interests in the information to be disclosed.
- B. The law enforcement officer has written consent from a parent/guardian or eligible student to review the records or information in question.
- C. The DISTRICT's Superintendent or designee reasonably determines that disclosure to the law enforcement officer without parental consent is necessary in light of a significant and articulable threat to one or more person's health or safety.
- D. The disclosure is made pursuant to a valid court order, provided that advanced notice of compliance is provided to the parent/guardian or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or contents of the court order or the information furnished in response to not be disclosed.

- E. The information disclosed is “directory information” as defined by DISTRICT Board Policy 7:340, *Student Records*, and the parent/guardian or eligible student has not opted out of the disclosure of directory information.
- F. The disclosure is otherwise authorized under FERPA, ISSRA and applicable DISTRICT policies and procedures.

VI. Shared Obligations and Understandings of the Parties

- A. **Entire Agreement.** The VILLAGE and the DISTRICT acknowledge and agree that this MOU constitutes the entire agreement pertaining to the law enforcement officer’s participation on the threat assessment team.
- B. **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 harmless against any and all liabilities, damages, claims, causes of action, costs, expenses and fees, including attorney fees, that either party incurs arising out of or occurring in connection with the other party’s negligent, reckless or intentional misconduct.
- C. **Business Relationship.** In the performance of this MOU, the Parties are at all times acting as independent contractors and neither of them nor their respective employees shall claim to be employees, partners, joint venturers, or agents of the other.

VII. Miscellaneous Provisions

- A. **Effective Date.** This MOU becomes effective upon the **last** date on which it has been approved by the governing boards of both the VILLAGE and the DISTRICT.
- B. **Term of MOU and Non-Assignability.** This initial term of this MOU shall run from the Effective Date through and shall renew on annual basis unless terminated by either Party as set forth below. This MOU is not transferable or assignable by the Parties.
- C. **Termination.** Either Party shall have the right to terminate this MOU July 1 of any school year, provided 30 days prior written notice is provided to the other Party.
- D. **Notices.** All notice required pursuant to this MOU shall be sent by means capable of providing a confirmation of receipt, including (a) deposit with postage prepaid in the U.S. mail, certified and return receipt requested, (b) personal service, or (c) facsimile transmittal, to the Parties at their addresses set out below or as otherwise specified in writing to one another. All notices mailed shall be deemed effective three days after mailing.

DRAFT

If to VILLAGE:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302

with a copy to counsel:

Village Attorney
Village of Oak Park
123 Madison Street
Oak Park, IL 60302

If to DISTRICT:

Superintendent
Oak Park ESD 97
260 Madison Street
Oak Park, Illinois 60302

with a copy to counsel:

Robbins Schwartz
55 W. Monroe, Suite 800
Chicago, Illinois 60603

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