

Memorandum of Understanding between Ottawa Township High School and the Ottawa Police Department.

I. Introduction

In consideration of the mutual promises, terms and conditions set forth in the sections below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, this Memorandum of Understanding (MOU) is entered into by Ottawa Township HSD 140 (District) and the Police Department of the City of Ottawa (LLEA), Illinois, on the 20th day of June, 2016.

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

II. Definitions and Acronyms

- a. Memorandum of Understanding (MOU) – Defines a local law enforcement agency's role in the school and describes the respective duties of the school district and local law enforcement agency. Its purpose is to prevent confusion, decrease conflict, and promote school safety.
- b. Leadership Team – A group of designated staff members from each party, responsible for the implementation of the MOU. Team members will communicate directly with one another regarding MOU issues.
- c. Local Law Enforcement Agency – The police department located within the District's boundaries.
- d. School Resource Officer - A police officer employed by the LLEA who is assigned to the District through an intergovernmental agreement or MOU between the District and LLEA.
- e. Police Officer – A police officer employed by the LLEA, but not assigned to the District.

III. Leadership Team

- a. District Representatives: Superintendent Michael Cushing, Principal Pat Leonard, Assistant Principal Jeff DeWalt, Dean of Students John Alexander, Dean of Students Tasha West
- b. LLEA Representatives: Chief Brent Roalson, Captain Dave Gualandri, Corporal Mike Cheatham, SRO Tony Zeglis

IV. Need for Services to Maintain the Educational Environment

The LLEA's activities shall align to the District's identified needs for creating and maintaining its educational environment. All services rendered by the LLEA for the District shall seek to implement a partnership that creates effective and positive

school student discipline that (a) functions in concert with efforts to address school safety and climate; (b) includes more than punitive measures, e.g., restorative discipline; (c) is clear, consistent, and equitable; and (d) reinforces positive behaviors.

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

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

- b. Immediate required notification by the building Principal or his designee to the local law enforcement agency upon receiving a report that any person has been observed in possession of a firearm on school grounds, other than a law enforcement official engaged in the conduct of his or her official duties. 105 ILCS 5/10-27.1A.
- c. Upon receipt of a report from any school personnel regarding a verified incident involving a firearm in the school or on school-owned or leased property, immediate required notification by the Superintendent or designee to the local law enforcement agency of all such firearm-related incidents occurring in the school or on school property. 105 ILCS 5/10-27.1A.
- d. Utilization by the building Principal or his designee of proper law enforcement agency resources when the safety and welfare of students and teachers are threatened by illegal use of drugs and alcohol. 105 ILCS 5/10-21.4a.
- e. Upon receipt of a report from any school personnel regarding a verified incident involving drugs in the school or on school-owned or leased property, immediate required reporting by the Superintendent or designee to the local law enforcement authorities of all such drug-related incidents occurring in a school or on school property. 105 ILCS 5/10-27.18.
- f. Assistance with the conducting of searches of lockers, desks, parking lots, and/or other school-owned or controlled property for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs. If a search produces evidence the student has violated or is violating the law, local ordinance, and/or District rules or policies, such evidence may be seized by school authorities and turned over to law enforcement authorities, and disciplinary action may be taken. 105 ILCS 5/10-22.6 and 10-22.10a.
- g. Cooperation with the parent-teacher advisory committee to develop policy guideline procedures that establish and maintain a reciprocal reporting system between the District applicable local law enforcement agencies regarding criminal offenses committed by students. 105 ILCS 5/10-20.1 4 and see Board Policy 2:150, *Committees*.
- h. Implementation of other sections of the School Code that authorize the District to work with the LLEA for the purposes of keeping the school safe and providing education or training.

V. District Authority Over the Educational Environment

The District has identified the need for a partnership with the LLEA. The LLEA will partner with District officials to manage disruptive student behavior and disciplinary issues. Collaboration between the District and the LLEA, and respect for the important role each party holds in connection with our community's youth, are essential to the success of the mission of both parties. Where it is necessary for the LLEA to be present on school property, its employees will conduct themselves according to accepted legal practices, recognize the responsibility and authority of the District's officials to manage the educational environment and work with them to minimize any impact its actions might have upon that environment.

Both parties recognize that disciplining students may often be better left for District officials to manage, especially in light of 105 ILCS 5/10-20.14(b), amended by P.A. 99-456, eff. 9-15-16. If a student in the District is recommended for prosecution in a court of law, the Team conferences about the most appropriate form of discipline for the student. Final discretion regarding whether to charge an individual with an ordinance, criminal, or traffic violation lies with the LLEA.

VI. School Resource Officer Objectives

- a. Provide a level of security to the school property, the administration and the attending students.
- b. Provide a positive level of education in areas such as drug and violence awareness.
- c. Prevent and/or addressing criminal activity committed within or immediately near the schools.
- d. Establish a positive relationship between the students, school administration and law enforcement.

VII. School Resource Officer Characteristics and Duties

- a. Although fully uniformed, falls under the guise of the Detective Division of the Ottawa Police Department and answers to the chain of command within that division.
- b. Prevents juvenile delinquency through close contact with students and school personnel.
- c. Establishes a liaison with school principals, faculty, and students.
- d. Informs students of their rights and responsibilities as lawful citizens.
- e. Provides a liaison when needed between students and social agencies which provide needed services.
- f. Acts as a liaison resource to the principal in investigating criminal law violations occurring in the school or on school property.
- g. Assists administration and faculty in formulating criminal justice programs.

- h. Participates in campus activities, student organizations, and athletic events when invited and feasible.
- i. Is aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.
- j. Protects lives and property for the citizens and public school students.
- k. Enforces Federal, State and Local criminal laws and ordinances, and assists school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.
- l. Investigates criminal activity committed on school property.
- m. Counsels students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee.
- n. Answers questions that students may have about criminal or juvenile law.
- o. Assists other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
- p. Provides traffic control during the arrival and departure of students, when requested by the school administration.
- q. Abides by school board policies and consults with and coordinates activities through the school principal but remains fully responsive to the chain of command of the law enforcement agency in all matters relating to employment and supervision.
- r. Develops expertise in presenting various educational subjects such as DARE and provides these presentations at the request of the school personnel in accordance with the established curriculum.
- s. Refrains from functioning as a school disciplinarian. The School Resource Officer is not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law.
- t. Confers with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.
- u. Abide by school board policy and applicable law concerning interviews and searches related to formal investigations involving students or staff on property or at school functions under the jurisdiction of the School Board.
- v. Takes law enforcement action as necessary and notifies the principal of the school as soon as possible; whenever practicable advises the principal before requesting additional enforcement assistance on campus and undertakes all additional law enforcement responsibilities at the principal's direction.
- w. Participates in or attends school functions, when requested by school administration.

VIII. Reciprocal Reporting of Criminal Offenses Committed by Students

The District and LLEA's officers shall at all times recognize and comply with (a) the School Code requirements for a reciprocal reporting system regarding criminal offenses committed by students (105 ILCS 5/10-20.14), and (b) the Juvenile Court Act of 1987 and the School Code's requirements for the management and sharing of law enforcement records and other information about students who have contact with LLEA.

IX. Agency and Police Interviews

All interviews will be conducted in accordance with Board Policy 7:150, *Agency and Police Interviews*, which states:

The Superintendent (or designee) shall manage requests by agency officials or police officers to interview students at school through procedures that: (1) recognize individual student rights and privacy, (2) minimize potential disruption, (3) foster a cooperative relationship with public agencies and law enforcement, and (4) comply with State law.

The LLEA will include training for its officers about this policy within its standard operating procedures.

X. Cell Phone and Electronic Device Searches

District administration may ask the SRO to assist with searches of cell phones or other electronic devices in the event that there is reasonable suspicion that school rules or policies have been or are being violated. Both parties understand that searches must be performed in accordance with protections under the Fourth Amendment. If a search produces evidence the student has violated or is violating the law, local ordinance, and/or District rules or policies, such evidence may be seized by school authorities and turned over to law enforcement authorities, and disciplinary action may be taken. 105 ILCS 5/10-22.6 and 10-22.10a.

XI. Live Security Feeds

The District will provide access to live security feeds in the event of a health or safety emergency.

XII. Record Sharing

a. The District and LLEA recognize the privacy protections afforded to students and will abide by laws regarding school student records. The SRO and LLEA's officers shall at all times recognize and comply with the confidentiality of student and education records and may only seek such records in accordance with the requirements of Board of Education policy 7:340, *Student Records*.

XIII. Annual Evaluation of the MOU; Renewal; Termination

The District and LLEA will annually review the MOU for relevancy and effectiveness, and determine whether any modifications are required. This review may align with the annual meeting of the OTHS administration with the OPD leadership or the Board of Education's annual policy review and monitoring calendar. This MOU will remain in effect and automatically renew from year to

year unless terminated. Any party may terminate its participation in this MOU upon thirty (30) days prior written notice to the other(s).

XIV. General Provisions

a. Scope of Agreement

Nothing in this MOU is intended to impose upon any party a duty to report information to any other party that is not otherwise required by law. This MOU shall not be interpreted as making an obligation of a party mandatory that is otherwise discretionary under the law or vice versa. No party to this MOU waives any defenses or immunities it otherwise has under the law, including without limitation any immunities under Sections 2-204 and/or 2-205 of the Local Governmental and Governmental Employees Tort Immunity Act or the State Employee Indemnification Act. 5 ILCS 350/1.

b. Amendment

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

c. Assignment

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

d. 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.

e. Governing Law

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

f. 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.

g. 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.

h. Enforcement

No party to this MOU shall be liable for any negligent or wrongful acts, either by omission or commission, chargeable to the other party. This MOU shall not be

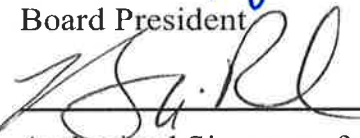
construed to create a duty owed by any party to any third party. The District and LLEA agree that the exclusive claims or remedies for breach of this MOU are limited to an action for specific performance or mandamus action or termination of the MOU. Each party waives any and all other claims and remedies, direct or indirect, by way of subrogation or otherwise, that it may have against the other party arising out of the performance or non-performance of any provision of this MOU.



Board President

6-20-16

Date

 Chief of Police

Authorized Signatory for LLEA

6/2/16

Date