Intergovernmental Agreement Between the City of Park Ridge and Maine Township High School District 207 Regarding School Resource Officers

This agreement (the "Agreement") is made by and between the Board of Education of Maine Township High School District 207, Cook County, Illinois (the "District"), and the City of Park Ridge, a home rule municipality (the "City") (collectively, the "Parties").

I. PURPOSE

The purpose of this Agreement is to formalize the partnership between the District and the City to implement a School Resource Officer ("SRO") program (the "Program") at Maine South and Maine East High Schools in order to promote school safety; help maintain a positive school climate for all students, families, and staff; enhance cultural understanding between students and law enforcement; promote school participation and completion by students; facilitate appropriate information-sharing; and inform the Parties 'collaborative relationship to best serve the school community.

II. MISSION STATEMENT, GOALS, AND OBJECTIVES

The mission of the Program is to support and foster the safe and healthy development of all students in the District through strategic and appropriate use of law enforcement resources and with the mutual understanding that school participation and completion is indispensable to achieving positive outcomes for youth and public safety.

The Parties are guided by the following goals and objectives (the "Goals and Objectives"):

- Foster a safe and supportive school environment that allows all students to learn and flourish regardless of race, religion, national origin, immigration status, gender, disability, sexual orientation, gender identity, emergent bilingual, and socioeconomic status.
- Promote a strong partnership and lines of communication between school and police personnel and clearly delineate their roles and responsibilities.
- Establish a framework for principled conversation and decision-making by school and police personnel regarding student misbehavior and students in need of services.
- Ensure that school personnel and SROs have clearly defined roles in responding to student misbehavior and that school administrators are responsible for code of conduct and routine disciplinary violations.
- Minimize the number of students unnecessarily out of the classroom, arrested at school, or court involved.
- Encourage relationship-building by the SRO such that students and community members see the SRO as a facilitator of needed supports as well as a source of protection.
- Provide requirements and guidance for training including SRO training required by law and consistent with best practices, and training for school personnel as to when it is appropriate to request SRO intervention.

- Outline processes for initiatives that involve the SRO and school personnel, such as violence prevention and intervention and emergency management planning.
- Offer presentations and programming to the school focusing on criminal justice issues, community and relationship building, and prevention, health, and safety topics.

III. STRUCTURE AND GOVERNANCE

The Parties acknowledge the importance of clear structures and governance for the Program. The Parties agree that communicating these structures to the school community, including teachers and other school staff, students, and families, is important to the success of the Program.

A. Qualifications and Selection of SROs

The Parties acknowledge that the selection of the SRO is a critical aspect of the Program and that it is important for the Parties and the school community to have a positive perception of and relationship with the SRO. The City shall provide the District with qualified police officers to be interviewed for selection to the position of SRO. The City shall provide officers whom the City believes would foster an optimal learning environment and educational community and shall give preference to officers who demonstrate the requisite personality and character to work in a school environment with children and educators and who have received specialized training in child and adolescent cognitive development, de-escalation techniques, and alternatives to arrest and diversion strategies. The City shall work collaboratively with the Superintendent, and designees of the Superintendent, in identifying officers who meet these criteria. If requested by the District, and if release is not prohibited by law or the City's collective bargaining agreement, the City shall make available to the District any formal citizen complaints filed against an SRO candidate prior to an SRO's selection.

1. Factors for hiring. The following factors shall be considered in the selection of the SRO:

- Proven experience working effectively with youth.
- Knowledge of, and experience in, matters involving cultural diversity and educational equity.
- Demonstrated ability to work successfully with a population that has a similar racial and ethnic makeup and language background as those prevalent in the student body, as well as with persons who have physical and mental disabilities.
- Demonstrated commitment to making students and school community members of all backgrounds feel welcomed and respected.
- Demonstrated commitment to de-escalation, diversion, and/or restorative justice, and an understanding of crime prevention, problem-solving, and community policing in a school setting.
- Knowledge of school-based legal issues (e.g., confidentiality, consent).
- Knowledge of school safety planning, technology, and social media/cyberbullying laws and regulations.
- Demonstrated commitment and ability to engage in outreach to the community.

- Knowledge of school and community resources.
- A record of good judgment and applied discretion, including an absence of validated complaints and lawsuits.
- Participation in youth investigation training approved or certified by the City Police Department 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.
- Demonstrated ability for public speaking and teaching skills.
- **2. Selection Committee.** The District shall designate a Selection Committee, which shall include an employee of the City police department, to conduct interviews to recommend to the City which officers best meet the requirements and criteria of the District and the individual school for assignment as SROs. After receiving the selection requests from the District Selection Committee, the City shall assign one of the SRO applicants selected by the District's Selection Committee.
- 3. Criminal Background Checks. The District shall initiate criminal background checks of officers prior to assignment at the District. The City agrees to make all potential SRO candidates available to the District for fingerprint-based criminal background checks in accordance with Section 10-21.9 of the Illinois School Code. 105 ILCS 5/10-21.9. An SRO may not begin an assignment at the District until a fingerprint-based criminal background check in accordance with Section 10-21.9 of the Illinois School Code is initiated and checks of the Illinois State Police Murderer and Violent Offender Against Youth Registry, Illinois Sex Offender Database, and DCFS Child Abuse and Neglect Tracking System have been completed. The City shall not assign any officer to the District if his or her criminal background check reveals convictions that would subject an individual to license suspension or revocation pursuant to Section 21B-80 of the Illinois School Code or who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987.

B. Supervision of SRO and Chain of Command

SROs shall remain employees of the City on special assignment to the District during the entire school year, be subject to the personnel rules of the City, and shall perform the duties as that employment requires. The SROs will abide by the City's personnel rules and other policies and procedures and shall not be deemed employees of the District for any purpose, provided that the SRO shall also comply with District policies identified in Exhibit A. As an employee of the City, SROs shall be subject to the chain of command of the Police Department. The City shall maintain payroll, attendance, and performance evaluation records.

SROs shall coordinate and communicate with the school principal or the principal's designee regarding daily activities and work at the direction of the school principal or designee while on the premises of the school. The SROs shall ensure that the school principal remains aware of material interactions and information involving the SRO's work, including, but not limited to, arrests and searches of students' persons and property. To ensure clear and consistent lines of communication, the SRO shall provide monthly reports on activities to the City, District, and School principal.

In the event the SRO fails to abide by the terms of this Agreement, follow the policies and procedures of the District, or perform the SRO's duties, the Superintendent or designee shall notify the SRO's Police Department Supervisor of the specific problems. If the SRO fails to remedy the problems with in fifteen (15) days after the date of notification or an agreed upon date by the Parties, the Superintendent or designee may request and shall work cooperatively with the Chief of Police or designee to assign a new SRO in accordance with paragraph III.F below.

C. Payment Obligations and Supplies

- 1. SRO Compensation. The City shall be responsible for compensating the SROs, including overtime approved by the District, and employee benefits, including workers' compensation, as provided in the City's personnel policies. The District will reimburse the City according to the Compensation Schedule set forth in Exhibit B to this Agreement. The reimbursement formula in that Schedule shall be subject to annual review and modification by the District Superintendent and the City Manager and does not require further approval by the Board of Education or the City Council.
- 2. Training Costs. The costs of the training required by this Agreement and any other training or professional development shall be paid by the City, except that training offered by the District which the SRO is asked to participate in will be paid by the District.
- **3. Supplies.** The City shall supply the SROs with law enforcement supplies, equipment, and vehicles for use by the SROs, as deemed appropriate by the City and approved by the Superintendent. The District will assist and support the SROs with appropriate office space, supplies, and equipment, as may be necessary for them to accomplish their duties and responsibilities set forth in this Agreement.

D. Integrating the SRO into the School

The Parties acknowledge that proper integration of SROs can help build trust, relationships, and strong communication among the SRO, students, parents/guardians, and school personnel.

- School Community. The District shall be responsible for ensuring that the SROs are introduced to the school community, including students, parents/guardians, and staff. The introduction shall include information about the SRO's background and experience, the SRO's role and responsibilities, what situations are appropriate for SRO involvement, and how the SRO and the school community can work together, including how and when the SRO is available for meetings and how and when the school community can submit questions, comments, and constructive feedback about the SRO's work. The introduction for parents/guardians shall include information on procedures for communicating with the SRO in languages other than English. SROs shall also initiate communications with students and teachers to learn their perceptions regarding the climate of their school.
- 2. Meeting with School Staff. The SROs shall regularly be invited to and attend staff meetings and assemblies. The SRO's supervisor shall also meet monthly with

designated school staff to monitor the program. SROs shall be invited to participate in educational and instructional activities and training, such as instruction on topics relevant to criminal justice, racial profiling, equity, cultural responsiveness, and public safety issues.

- 3. Integration with individual students. SROs may benefit from knowledge of accommodations or approaches that are required for students with mental health, behavioral, or emotional concerns who have an individualized education program ("IEP") under the Individuals with Disabilities Education Act or a plan under Section 504 of the Rehabilitation Act ("504 Plan"). School personnel shall notify parents or guardians of such students of the opportunity to offer SROs access to the portions of the IEP document or 504 Plan that address these accommodations or approaches. It is within the sole discretion of the parents or guardians to decide whether to permit the SRO to review such documents. If a parent or guardian provides such permission, the SRO shall review the documents. Whenever possible, the school shall make available a staff member who can assist the SRO in understanding such documents.
- **4. Emergency Management Planning.** SROs shall participate in any District and school-based emergency management planning. SROs shall also participate in the work of any school threat assessment team to the extent any information sharing is consistent with obligations imposed by the Family Educational Rights and Privacy Act ("FERPA") and Illinois School Student Records Act ("ISSRA"). 20 U.S.C. § 1232g; 105 ILCS 10/ et seq.

E. Complaint Process

The Parties shall develop and implement a simple and objective complaint system for all members of the school community to register concerns that may arise with respect to the SRO or the Program. The system shall also allow parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the SRO consistent with the SRO's due process rights and any applicable employment protections.

All students, parents, guardians, teachers, and administrators shall be informed of the complaint procedures at the beginning of each school year. Nothing in this Section shall conflict or take precedent over the City's collective bargaining agreement or statutory requirements regarding the discipline of police officers.

F. Review of the SRO and the SRO Program

The SRO is a rotating position for a non-determinate assignment period. Performance will be assessed and reviewed on an annual basis for retention or reassignment of the SRO, with a collaborative performance appraisal process involving the City and District officials. The performance evaluation process will include Police and District staff documentation of critical incidents related to application of equity professional development provided by the District, service-orientation, effectiveness, community support, and student acceptance. This performance evaluation is separate from the evaluation of the officers by the City Police Department. Interim performance assessments may be conducted as needed or required. The review shall consider SRO efforts to mitigate student arrests, citations, court referrals, and other use of police authority. The review shall also assess (i) the extent of the SRO's positive interactions with students,

parents/guardians, and staff; (ii) the SRO's participation in collaborative approaches to problemsolving, prevention, and de-escalation: and (iii) contributions to achieving the mission purpose, goals and objectives of this Agreement.

Unsatisfactory job performance will be the subject of immediate review and communication among members of the Police and District officials. Following the review and communication process, if the Superintendent requests that an SRO be removed from assignment to a school, the City shall comply with such request and use good faith efforts to replace the SRO in a timely manner. Further, if unique circumstances arise and the Superintendent reasonably determines that it is in the best interest of the District for the SRO to be removed from assignment to a school, the City shall comply with such request even if the review and communications process has not occurred or concluded.

IV. SRO ROLES AND RESPONSIBILITIES-INTERACTION WITH SCHOOL OFFICIALS AND STUDENTS

The SRO's responsibilities are set forth in Exhibit C to this Agreement, which Exhibit may be amended by the District's Superintendent and the Chief of Police or their designees without further approval by the Board of Education or the City Council.

Governing the SRO's responsibilities is the Parties' acknowledgement that school officials and the SRO play important and distinct roles in responding to student misbehavior to ensure school safety and promote a positive and supportive learning environment for all students.

The SRO shall not serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers. Unless requested by the school principal or the principal's designee, the SRO shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior.

The school principal or the principal's designee shall be responsible for student code of conduct violations and routine disciplinary violations. The SRO shall be responsible for investigating and responding to criminal misconduct. The SRO shall read and understand the student code of conduct for both the District and the School.

The principal or the principal's designee and the SRO shall use their reasoned professional judgment and discretion to determine whether SRO involvement is appropriate for addressing student misbehavior. The Parties acknowledge that many acts of student misbehavior that may contain all the necessary elements of a criminal offense are best handled through the school's disciplinary process. In such instances, the guiding principle is whether misbehavior rises to the level of criminal conduct that poses (1) real and substantial harm or threat of harm to the physical or psychological well-being of other students, school personnel, or members of the community or (2) real and substantial harm or threat of harm to the property of the school.

In instances of student misbehavior that do not require a law enforcement response, the principal or the principal's designee shall determine the appropriate disciplinary response. The principal or the principal's designee should prioritize school- or community-based accountability

programs and services, such as peer mediation, restorative justice, and mental health resources, whenever possible.

For student misbehavior that requires immediate intervention to maintain safety (whether or not the misbehavior involves criminal conduct), the SRO may take reasonable measures to deescalate the immediate situation and to protect the physical safety of members of the school community. To this end, school personnel may request the presence of the SRO when they have a reasonable fear for their safety or the safety of students or other personnel.

V. INFORMATION SHARING

The Parties acknowledge the benefit of appropriate information sharing for improving the health and safety of students but also the importance of limits on the sharing of certain types of student information by school personnel. The Parties also acknowledge that there is a distinction between student information shared for law enforcement purposes and student information shared to support students and connect them with necessary mental health, community-based, and related services.

- A. Points of Contact for Sharing Student Information. To facilitate prompt and clear communications, the Parties acknowledge that the principal or the principal's designee and SROs are the primary points of contact for sharing student information in accordance with this Agreement.
- **B.** Compliance with ISSRA, FERPA, and Other Confidentiality Requirements. To the extent the SRO has access to student records, the SRO shall keep all student records confidential pursuant to ISSRA and FERPA. Consistent with Section 10/2(d) of ISSRA, reports of the SRO shall be deemed reports of a law enforcement professional and shall not be considered a student record. 105 ILCS 10/2(d). For purposes of FERPA, the SRO(s) shall be considered the law enforcement unit of the school such that the records created by an SRO for law enforcement, including but not limited to recordings of a body worn camera, shall not be considered educational records.

VI. SRO TRAINING

In accordance with Section 10-20.68 of the Illinois School Code (105 ILCS 5/10-20.68), beginning January 1, 2021, the City shall provide the District with a certificate of completion, of approved waiver, issued by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Illinois Police Training Act, indicating that the SROs have completed the requisite course of instruction in the applicable subject areas within one year of assignment. This requirement may be waived if the SRO has prior experience and training that satisfies this requirement.

The SRO shall attend specified training on topics the District deems important, as specified in Exhibit D, which Exhibit may be amended by the District's Superintendent and the Chief of Police or their designees without further approval by the Board of Education or the City Council. Where practicable, the District shall also encourage school administrators working with SROs to

undergo training with SROs to enhance their understanding of the SRO's role and the issues encountered by the SRO.

VII. LIABILITY AND RESPONSIBILITY

- A. Indemnity. The District shall indemnify and hold harmless the City and its officers, agents and employees against any claims, injuries to property or persons (including death), demands, costs or expenses, including the cost of reasonable attorneys' fees for the defense thereof (collectively, "Loss"), arising from or in connection with the acts or omissions of the District, its employees, or agents related to this Agreement or the District's breach of this Agreement provided that said Loss has not been caused by the negligence or misconduct of the City and its officers or employees. The City shall indemnify and hold harmless the District and its agents and employees against any Loss arising from or relating to the acts or omissions of the City, the SRO(s) or the City's other employees or agents related to this Agreement or the City's breach of this Agreement, provided that said Loss has not been caused by the negligence or misconduct of the District and its employees.
- **B.** Workers Compensation. Each party shall bear its own costs for workers' compensation and employee benefits, except as set forth in the Compensation Schedule, attached to this Agreement as Exhibit B.

VIII. GENERAL PROVISIONS

- **A.** Amendment of the Contract. Except as specifically provided in this Agreement, any terms or conditions of this Agreement may be modified only by written amendment to this Agreement, duly executed by the City and the District.
- **B. Severability.** If any provision of this Agreement shall be held or deemed to be, or shall in fact be inoperative or unenforceable for any reason, this shall not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provisions in this Agreement invalid, inoperative or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses, or sections contained in the Agreement shall not affect the remaining portions of the Agreement or any part thereof.
- C. Interpretation. Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative works or other genders. Words importing the singular shall include the plural and vice versa unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligation of such person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms and conditions of this Agreement.
- **D.** Assignment/Binding Effect. Neither Party hereto may assign their respective rights and duties under this Agreement except upon prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives, and successors interest.

- **E. Authority.** Each party represents and warrants to the other that they have been lawfully authorized by their respective governing bodies to execute this Agreement.
- **F.** Waiver of Breach. If either Party waives a breach of any provision of this Agreement by the other Party, that waiver will not operate or be construed as a waiver of any subsequent breach by either Party or prevent either Party from enforcing such provisions.
 - **G. Exhibits.** Exhibits A-D are incorporated into and made part of this Agreement.
- **H.** Entire Agreement. This Agreement sets forth the entire understanding of the Parties relative to the subject hereof and supersedes all prior agreements, express or implied, oral, or written.
- **I. Counterparts.** This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.
- **J.** Compliance with All Laws. The City and District shall observe and comply with the laws, ordinances, regulations, and codes of Federal, State or County agencies, which may in any manner affect the performance of this Agreement. In addition, the SROs shall comply with all District policies and laws applicable to District employees, including without limitation, ISSRA.
- **K.** Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Venue shall only be proper in a court of competent jurisdiction located within the County of Cook, Illinois.
- **L.** Third Party Beneficiary. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the District or the City.
- **M.** Notice. Any of the communications regarding the terms of this Agreement shall be in writing and sent by registered or certified mail and addressed.

If to the District: If to the City:

Superintendent of Schools

Maine Township HSD 207

City of Park Ridge
1177 S. Dee Road

505 Butler Place

Park Ridge, Illinois 60068 Park Ridge, Illinois 60068

Notice shall be effective upon receipt. Notice as provided herein does not waive service of summons or process.

N. Effective Date, Duration, and Modification of Agreement. This Agreement shall commence on July 1, 2020, and automatically be renewed on an annual basis, but in no event beyond June 30, 2025. Either party may terminate this Agreement at any time during said term by

providing the other party not less than ninety (90) days prior written notice of such termination. In addition, the parties may terminate this Agreement in writing by mutual consent at any time.

Upon execution of this Agreement by the Parties, a copy of the Agreement shall be placed on file in the offices of the Chief of Police and the Superintendent. The Parties shall also share copies of this Agreement with the SRO, any principals in schools where the SRO will work, and any other individuals whom they deem relevant or who request it.

IN WITNESS WHEREOF, the City and the District have executed this Agreement on the dates set forth below.

BOARD OF EDUCATION OF MAINE TOWNSHIP HIGH SCHOOL DISTRICT 207	CITY OF PARK RIDGE
Superintendent	City Manager
Date:	Date:

EXHIBIT A SCHOOL BOARD POLICIES APPLICABLE TO SRO

[To be completed]

EXHIBIT B COMPENSATION SCHEDULE

[To be completed]

- 1. The District will compensate the City for 70% of the salary and benefits of the police officers assigned as SROs billed over 10 months starting in August; provided however, that if the District schools are closed for a period of 10 school days or more during a school year for student safety or health reasons, amount paid to the City shall be prorated accordingly and the District shall have no obligation to make payments if an SRO is not utilized at a District school. All overtime authorized by the District will be paid by District at 100% of the hours worked. The compensation due from the District will be adjusted on an ongoing basis to reflect the current salary and benefit costs of the City pursuant to its policies and applicable agreements, including any collective bargaining agreement affecting such salary and benefit costs. The City will provide the District with a copy of any applicable provisions of such City policies and agreements, including the collective bargaining agreement upon its request. Benefits shall include costs of insurance (health, life and dental, if applicable), pension and workers compensation insurance.
- 2. The following itemization shows actual costs for the SROs assigned for the 2020-2021 school year, based upon the City's costs as of August 2020:

Maine East Officer

Maine South Officer

Base salary:
Longevity:
Benefits (Insurance)

Benefits (Insurance, pension, W.C.)

Uniform allowance:

TOTALS: $\$xxx + \$xxx = \$xxx \times 70\% = \$xxx \text{ (plus overtime)}$

COMPENSATION TO CITY:

3. As the Agreement reflects the continuation of a similar Agreement, the City will invoice the District, as has been past practice. All overtime authorized by the District will be included in each invoice. Payment shall be made to:

City of Park Ridge Attn: Finance Director 505 Butler Place Park Ridge, IL 60068

4. Any federal or state grant funds received by the City and designated for the SRO Program will be credited by the City against compensation due from the District and will be reflected in each monthly invoice.

EXHIBIT C

SRO-ROLES AND RESPONSIBILITIES

The SRO's role and responsibilities shall include the following:

- 1. **Schedule.** Serve at the District on a full-time basis, based upon such schedule as the City's Chief of Police and the District's Superintendent mutually agree, which schedule is anticipated to include approximately 180 days at the school, on scheduled school days, during normal school hours, including student arrival and departure, and at other scheduled special events.
- 2. **Interaction.** Foster mutually respectful relationships with students, parents, and staff to enhance a positive view of law enforcement. Specifically, the SRO is expected to interact with students as a positive role model, and to establish a working relationship with behaviorally at-risk students.
- 3. **Resource.** Act as a resource for issues related to law enforcement in a cooperative relationship with students, their families, District staff, and community members and facilitate communication between the City Police Department, other law enforcement agencies, and District officials. This includes meeting regularly with District counselors and student interaction directors to identify behaviorally at-risk students or conditions that could result in delinquent behavior and formulate plans and offer solutions.
- 4. **Preventive Practice Programs.** Assist in preparation of educational and preventive practice programs related to community/social problems involving unlawful activity, including, but not limited to, drug and alcohol use, criminal gang activity, vandalism, theft, personal violence, trespassing, and violations of the Illinois Vehicle Code.
- 5. Gang/Violence and Drug and Alcohol Resistance Education. Work cooperatively with the District's building administration, faculty, and staff to plan and schedule appropriate lessons in gang/violence and drug and alcohol resistance education. SROs shall also provide instruction on gang/violence resistance and drug and alcohol resistance to high school students at all levels and assist the curriculum department in the evaluation of instruction on such curriculum units. The SRO shall actively participate on the District 207 Drug Advisory Committee.
- 6. **Driver Education Program.** Serve as a resource person for teachers and students in the Driver Education Program.
- 7. **Training of Faculty.** Provide training for faculty and staff in the role of the SRO as liaison to the Police Department, as well as on topics of interest and importance to the staff related to the officer's expertise.
- 8. **Visible Presence.** Maintain a high level of visibility during school entrance and dismissal times as well as during passing periods, including hallways, cafeteria, gyms, auditorium, outdoor fields, and common areas, to develop authentic relationships with students. Check for unauthorized persons in and around District premises. This may include providing a uniformed

police presence. Plain clothes, however, may be permissible, at the discretion of the Superintendent, with input from School principals and the SRO. SROs shall not be utilized for support staffing, such as hall monitor, substitute teacher, or cafeteria duty.

- 9. **Data Collection and Reporting.** Work with school administrators to ensure the regular and proper collection and reporting of data regarding school-based arrests, citations, and court referrals of students, as well as other measures that may assist the City and District in evaluating the performance of the SROs and the success, fairness, and effectiveness of the Program.
- 10. **Daily Office Hours.** Maintain daily office hours for student consultation, as assigned by principal or designee.
- 11. **Referrals to other Agencies.** Coordinate with District officials in making necessary incident and situational referrals to other agencies. Any matters that concern a student's immigration status shall be handled in a manner consistent with District procedures.
- 12. **Extracurricular Activities.** Assist in supervising extracurricular activities where Police are "usually present." The SRO will be part of the District's administrative team working the event and will not work the activity as part of the police extra duty detail.
 - 13. **Traffic Control.** As necessary, assist with traffic control before and after school.
- 14. **Juvenile Runaways.** Provide appropriate assistance in incidents involving juvenile runaways.
- 15. **Trespassing.** Assist District officials in handling incidents involving persons trespassing and committing criminal acts on District property.
- 16. **Arrests.** The SRO shall only arrest a student on school property or at a school-related event (1) if requested by the principal or the principal's designee; (2) when a warrant requires such an arrest; (3) to prevent bodily harm or injury to the student or another person; (4) to apprehend an armed or fleeing suspect; or (5) to address an emergency or other dangerous situation.
- 17. Interviews of Students. A student shall only be interviewed related to suspected criminal activity by the SRO on school property or at a school-related event as a last resort. Interviews of students related to suspected criminal activity on school grounds shall be subject to the following requirements:
 - The SRO must first contact an appropriate District official before any contact is made with a student for questioning or detainment on school grounds.
 - The SRO, or a school social worker, a school psychologist, a school nurse, a school guidance counselor, or any other mental health professional shall promptly notify or make all reasonable attempts to notify the student's parent/guardian.

- The SRO may detain or question a student without notifying the student's parent or guardian or involving other school personnel as outlined above if the circumstances would cause a reasonable person to believe that urgent and immediate action is necessary to (1) prevent bodily harm or injury to the student or another person; (2) apprehend an armed or fleeing suspect; (3) prevent the destruction of evidence; or (4) address an emergency or other dangerous situation.
- The SRO, in cooperation with District administration, will ensure that notification or attempted notification to the student's parent or guardian is made before any questioning or detainment.
- The SRO shall document all notification and attempts at notification with the time and way the notification or attempt(s) were made.
- The SRO shall make reasonable efforts to ensure that the student's parent or guardian is present during questioning.
- If the parent or guardian is not present after reasonable attempts have been made to notify the parent or guardian, a school social worker, a school psychologist, a school nurse, a school guidance counselor, or any other mental health professional shall be present during questioning.
- If the SRO is not already so trained, make reasonable efforts to ensure that a law enforcement officer trained in promoting safe interactions and communications with youth is present during the questioning.
- To the extent possible, the SRO shall conduct any interviews using the student's and parent's or guardian's primary language.
- Interviews will be conducted in a setting and in such a manner as to maintain privacy and confidentiality and minimize possible embarrassment to the interviewee.
- Information developed from student interviews will be shared with the appropriate District officials as is necessary and deemed appropriate in accordance with State statute and any reciprocal reporting guidelines agreed to by the City and the District. When conducting interviews with District employees regarding a student's suspected criminal activity on school grounds, the SRO shall explain the reasons for the interviews, and proper regard for student/teacher trust should be given.
- If the student is relocated off school grounds, the SRO or other appropriate school personnel shall promptly notify or make all reasonable attempts to notify the student's parent or guardian, in their primary language, of the arrest and the location to which the student has been taken and shall document such notification and attempts at notification.

EXHIBIT D

TRAINING

To achieve restorative justice practices, additional areas for continuing professional development and training may include, but are not limited to:

- Restorative practices
- Implicit bias and disproportionality in school-based arrests based on race and disability
- Cultural competency in religious practices, clothing preferences, gender identity, sexual orientation, immigrant rights, and other areas
- Professional Development (Seeking Educational Equity and Diversity, Beyond Diversity, Social and Emotional Learning, etc.) offered by School District facilitators and staff
- Mental health protocols and trauma-informed care
- De-escalation skills and positive behavior interventions and supports
- Training in proper policies, procedures, and techniques for the use of restraint
- Teen dating violence and healthy teen relationships
- Understanding and protecting civil rights in schools
- Special education law
- Student privacy protections and laws governing the release of student information
- School-specific approaches to topics like bullying prevention, equity, cultural responsiveness, individual-institutional-systematic racism, homophobia, transphobia, sexism, classism, ableism, including, cyber safety, emergency management and crisis response, threat assessment, and social-emotional learning

The SRO shall attend a minimum of eight hours of training per year. Where practicable, the District shall also encourage school administrators working with SROs to undergo training alongside SROs to enhance their understanding of the SRO's role and the issues encountered by the SRO.