

**AMENDED AND RESTATED RENEWAL OF THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHICAGO AND THE
BOARD OF EDUCATION OF THE CITY OF CHICAGO**

This Amended and Restated Renewal of the Intergovernmental Agreement (the "**Agreement**") is effective as of the 1st day of September, 2020 (the "**Effective Date**") by and between the City of Chicago (the "**City**"), a municipal corporation and home rule unit of local government under Article 7, Section 6(a) of the 1970 Constitution of the State of Illinois, acting through its Department of Police (the "**Department**" or the "**CPD**") and the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**").

RECITALS

WHEREAS, students have a fundamental right to be safe, to feel safe, and have access to a safe learning environment; and

WHEREAS, the parties are committed to creating a safe environment for all students in all CPS schools and CPS has developed safety strategies to achieve this goal; and

WHEREAS, one of these strategies is a school resource officer program, in accordance with Illinois law, specifically 105 ILCS 5/34-1 *et seq.*, as amended; pursuant to the 1970 Constitution of the State of Illinois, Art VII, Sec.10; and

WHEREAS, the school resource officer program is intended to promote the safety and security of students, teachers and other staff of the Chicago Public Schools, as well as to foster a safe, supportive, and positive learning environment for students; and

WHEREAS, the parties are dedicated to providing high quality school resource officers to promote safer schools by using the specific selection, training, assignment, and evaluation processes described herein; and

WHEREAS, CPD acknowledges that it is obligated to comply with a federal consent decree that requires, among other things, having a clear written agreement with CPS on the roles and responsibilities of SRO's in schools, as well as annually reviewing and, to the extent necessary, revising its SRO policies and procedures to ensure it is responsive to the needs of CPD, CPS and its students; and

WHEREAS, the parties entered into that certain Intergovernmental Agreement dated September 1, 2019 ("**Original Agreement**") for a school resource officer program for an original term commencing September 1, 2019 and ending August 31, 2020, with two (2) options to renew for periods of twelve (12) months each (authorized by Board Report No. 19-0828-EX4-1), and the parties desire to amend, restate and renew the Original Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants contained herein, the parties agree:

1. **Renewal Term and Option to Renew.** The renewal term of this Agreement shall begin on September 1, 2020 and shall end on August 31, 2021 (“**Renewal Term**”). This Agreement has one (1) remaining option to renew for a period of twelve (12) months.
2. **Services.** CPD agrees to provide the Board a school resource program with sworn full-duty police officers at each of the designated CPS schools (individually a “**Designated School**” or if referring to more than one “**Designated Schools**”) for full shifts as school resource officers (“**SROs**”) to ensure the safety of CPS students, school personnel and others on school property as set forth in **Exhibit A-1 (Scope of Services) (“Services”)** in accordance with the terms and conditions of this Agreement. “Services” means, collectively, the services, deliverables, duties and responsibilities described in **Exhibit A-1** of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. The parties may, from time to time, request changes in the Scope of Services. Any such changes, whether material revisions (as defined below) or not, shall be documented and agreed upon in writing in accordance with the Change Management Process below before they may be performed or compensated.
3. **Selection of Designated Schools.** The Board's Chief Executive Officer or his or her designees shall establish a process in which local school councils, in consultation with their CPS principals, can determine which high schools shall have SROs assigned at Designated Schools under this Agreement. The Designated Schools shall be identified on **Exhibit B-1** attached hereto and made a part of this Agreement. **Exhibit B-1** is subject to change as defined in Section 4.G. and Section 9, and shall be updated by the parties at least two (2) times per year including once in September of each year and once in January of each year and provided to the Board's Chief Officer of Safety and Security or his or her designee. These Services are subject to the availability of funds. Staffing should be done in a manner to avoid overtime costs to CPS.
4. **Selection, Assignment and Performance of SROs.**
 - A. CPD, in consultation with CPS principals, shall choose SRO candidates for each school no later than the end of August of each school year from an SRO eligible list created by CPD. Principals may participate in interviews with SRO candidates, reject any candidate, and request that CPD provide another candidate for consideration. The SRO eligible list shall include police officers who have applied or been recruited for the SRO program and who meet the following screening criteria developed by CPD and CPS:
 - i. a minimum of three (3) years of service;
 - ii. an excellent disciplinary history, which means:
 - a. no sustained Complaint Register (“CR”) allegations within the past five years involving excessive use of force;
 - b. no sustained CR allegations within the past five years where the sustained finding directly relates to a verbal or physical interaction with a juvenile, or the sustained finding directly relates to verbal action or physical conduct that occurred on school grounds;
 - c. no open or pending CR which, upon review of the evidence underlying such complaint(s), indicates in the judgment of the Department as determined by the CPD Chief of Internal Affairs that a reasonable probability exists that the officer may receive discipline covered by items (a) or (b) above.

- iii. working knowledge of Department directives; juvenile laws; and Chicago Public Schools Student Code of Conduct;
- iv. ability to work safely, effectively, and build positive relationships with students, parents, guardians and school personnel;
- v. previous experience working with youth in a learning environment (e.g., coaching youth league or youth group leader);
- vi. ability to problem-solve in a team environment;
- vii. college or other comparable experience with an emphasis on youth studies;
- viii. quality report writing skills; and
- ix. enthusiasm for the position with an ability to work with school administration, students and parents.
- x. In the event the criteria constituting “an excellent disciplinary history” as set forth in Section 4A ii are found either to violate the provisions of the collective bargaining agreement between the City and the Fraternal Order of Police, Lodge No. 7 or the City’s bargaining obligations under the Illinois Labor Relations Act, 5 ILCS 315, the City and CPS shall immediately meet and negotiate substitute criteria.

In order to be eligible for inclusion in the SRO program, each officer must participate in an interview with the CPD Chief of the Bureau of Operations, or the Chief’s designee where the above criteria and overall career performance of the officer are discussed. Following such interview, the CPD Chief of the Bureau of Operations, or the Chief’s designee must determine whether in his/her judgment that each officer is an appropriate fit for the SRO program.

By August 1, 2020 and each year thereafter, the CPD Chief of the Bureau of Operations shall provide to the Board’s Chief Officer of Safety and Security a written attestation that (i) all incumbent SROs and (ii) all new SROs added to the eligibility list have been successfully vetted through the aforementioned screening criteria. Incumbent SROs who do not meet the selection criteria shall be replaced.

- B. Prior to their assignment to the Designated Schools, all SROs shall have completed initial standard police officer training, including but not limited to, National Association of School Resource Officers (NASRO) forty (40) hour session of courses or replacement training approved by the federal monitor, plus a supplemental eight (8) hours of additional Chicago-specific training, including CPD protocols and CPS protocols. CPD will engage with community-based stakeholders for input on the development of any replacement training. In addition to the standard training, SROs shall have completed annual CPS training prior to their assignment to the Designated Schools which shall include, but not be limited to, the following areas: building relationships with youth; de-escalation training; restorative practices; school-based legal topics including CPS Student Code of Conduct; youth development; training on disability and special education issues; youth crisis intervention; implicit racial bias, and training regarding student interaction with specific student groups such as limited English proficiency, LGBTQIA, homeless students and sensitivity around immigrant student situations. Each SRO shall also complete refresher trainings every August consisting of an additional thirty-two (32) hours of content, with the following improvements to the curriculum:
- i. cultural sensitivity and implicit racial bias, with specific emphasis on how implicit bias is manifested in working with students
 - ii. LGBTQIA awareness and associated CPS policies
 - iii. Office of Diverse Learner Supports and Services (Special Education)

- awareness and CPS policies
- iv. Additional emphasis on de-escalation protocols
- v. Additional NASRO refresher on SRO role as mentor/lecturer/counselor or replacement refresher approved by the federal monitor
- vi. Additional CPS refresher on Restorative Justice/CPS Code of Conduct and this Agreement (including roles and responsibilities)
- vii. CPD pre-arrest options and the appropriate exercise of discretion by sworn officers

CPD shall provide mandatory Crisis Intervention Training for Youth sessions for the SROs which will become part of the refresher training curriculum. Also CPD shall work to reduce class size for training sessions to no more than fifty (50) SROs per session and ensure that all sessions collect participant evaluation forms.

- C. Board shall provide input to CPD to ensure that the performance evaluations for SROs are aligned with their established roles and training under this Agreement. The Board shall monitor the performance of the SROs through its Chief Officer of Safety and Security. SROs assigned to provide Services under this Agreement shall be guided by clear policy in order to provide a positive and supportive learning environment for students.
 - D. SROs shall be subject to the direction of the Superintendent of Police or his/her designee and must observe all standards of conduct required by the CPD. Furthermore, all assigned SROs shall be supervised by CPD supervisory personnel from their respective police district. The Superintendent or his or her designee will also appoint a centralized designee who will ensure coordination and uniformity of the SRO program across police districts ("**SRO Coordinator**").
 - E. SROs shall be subject to any and all applicable state statutes and municipal ordinances, the CPD rules and regulations, CPD general and special orders, directives, policies and procedures or any amendment thereto or modification thereof promulgated by the Superintendent of Police.
 - F. Subject to the terms of this Agreement, SROs shall have full authorization to enter into or on school facilities and property with full rights to enforce law and order and to protect all students, school personnel, or others who are present on school property.
 - G. The number of SROs may vary from time to time for reasons including, but not limited to, availability of a sufficient number of SROs and equipment and for reasons of public safety and convenience. The number of SROs shall be determined by the Superintendent of Police or his or her designees, in consultation with the Board's Chief Executive Officer or his or her designees, including any decisions regarding reassignment of SROs, including the ability to shift resources and activity to meet the needs of the City as a whole.
 - H. Each of the Designated Schools shall make an effort to introduce the SROs assigned to the Designated School to the student body at the beginning of the school year.
5. **Emergencies.** Nothing contained herein shall preclude the emergency re-assignment of SROs, in any manner, at the discretion of the Superintendent of Police.
6. **Program Oversight; Operations.**

- A. Each year the Superintendent of Police or his/her designee and the Board's Chief Executive Officer or his/her designee (i) shall review and evaluate the SRO program and (ii) establish goals and objectives for the assigned SROs for the following school year. These specific goals and objectives will take into consideration the needs of each of the Designated Schools.
- B. CPS Office of School Safety and Security shall perform compliance monitoring of the SRO program throughout the school year by meeting with CPD every two weeks and meeting with the federal monitor every month to review key performance indicators for the parties.
- C. CPD will not install computer terminals connected to the CPD network in Designated Schools where on-duty SROs are assigned.
- D. The Board shall provide, at each Designated School where SROs are assigned, secure office space for the on-duty SRO(s)
- E. CPD shall provide a monthly report to the Board's Chief Officer of Safety and Security detailing all crimes and arrests committed by any persons at CPS schools, whether a student, staff or otherwise in accordance with Illinois statutes.
- F. CPD shall report to the Board's Chief Officer of Safety and Security all incidents involving SRO use of force in connection with the SRO's performance of his/her SRO duties. Such reports shall be made immediately, but in no event later than forty-eight (48) hours of the use of force.

7. Reimbursement, Payment and Documentation.

- A. The maximum compensation that may be paid to CPD during the Renewal Term of the Agreement shall not exceed Twelve Million, One Hundred Thousand Dollars (\$12,100,000.00) ("**Maximum Compensation Amount**"), without the prior approval of the Board and a written amendment to this Agreement. The compensation shall include reimbursement for salaries paid to and benefits provided to police officers assigned as SROs. The compensation shall not include reimbursement for badges, vehicles, restraining devices or weapons, including guns or tasers.

Invoices submitted by CPD to the Board shall provide details of the Services provided to the Board pursuant to this Agreement.

Invoices shall be submitted by CPD to CPS as follows:

- For Services rendered during the period September 1 through December 31, 2020: one invoice during December 2020 for a total amount not to exceed \$2,300,000.00, which shall itemize the compensation and benefits for which that compensation is sought.
- For Services rendered during the period January 1 through August 31, 2021: one invoice during June 2021 for a total amount not to exceed \$9,800,000.00, which shall itemize the compensation and benefits for which that compensation is sought.

CPS will tender to the City the first payment not later than January 31, 2021 and will tender the second payment not later than September 30, 2021; provided that the Board may withhold payment on any part of an invoice in dispute, provided that the Board furnishes to the CPD in lieu of payment a detailed written explanation of the reason for disputing any invoiced amount. If this Agreement is further renewed, payments for the next renewal term will follow the same schedule.

- ~~B. Pursuant to Section 30 of this Agreement, CPSs shall have the right to audit the records of CPD and CPD shall cooperate with such request and make records available for inspection at a location mutually agreed to by the parties. Such audits may be conducted up to two (2) times per year. In the event CPS identifies any potential overcharge in billing, CPD and CPS will work together to resolve and determine any amounts that may be due to CPS. Such amounts will be credited to CPS within thirty (30) days of resolution by the parties.~~
8. **Labor Guidelines.** The Board shall not be considered a party to the collective bargaining agreement between the City and the Fraternal Order of Police. At all times the City shall be considered the sole employer of SROs and has exclusive authority to direct the duties of such SROs and control the work and conduct of the SROs and shall be solely responsible for payment and provision to the SROs of salary and any other benefits to which the SROs are entitled as employees of the City. The City is responsible for making necessary tax and other withholdings from the SROs' pay, and for making all necessary tax and other employment-related payments and filings. The City shall also maintain payroll, attendance, and performance evaluation records of the SROs.
9. **Board Authority to Change Number of SROs and Designated Schools.** The Board shall have the right, upon thirty (30) days written notice as provided in Section 24, unilaterally to reduce Services which may include the number of Designated Schools receiving Services and/or the number of SROs at a specific Designated School.

The Board may upon written notice as provided in Section 24 request an increase in Services which may include the number of Designated Schools receiving Services from CPD and/or the number of SROs at a specific Designated School. All increases in Services are subject to the discretionary authority of the Superintendent to shift police resources to meet the needs of the City as a whole.

10. **Change Management Process:** During the Renewal Term of this Agreement, the parties may determine that change(s) to the Agreement is necessary. In such an event, the parties shall determine if the proposed change amounts to a material revision as described in this Section before determining how that change will be documented.
- A. **Material Revision:** A "material revision" includes (i) increasing the total cost of the Services to be provided during the Renewal Term of this Agreement beyond the Maximum Compensation Amount, as may be amended; (ii) substantial reduction in the scope of Services; (iii) substantial expansion of the Services to be provided beyond the Scope of Services authorized by the Board in this Agreement; (iv) extending the time of performance of Services beyond the time period approved by the Board; (v) change or modification to the legal terms and conditions in this Agreement; or (vi) any other shift of the risks and liabilities between the Parties. A material revision requires a written amendment to the Agreement approved in

advance by the Board, then signed by the authorized representatives of both parties and approved by the Board's General Counsel.

- B. Statements of Work: If the proposed change does not amount to a material revision as defined above, the parties may mutually agree upon and enter into a written Statement of Work ("**SOW**") to further describe the specific Services to be rendered, the roles and responsibilities of the parties, the periods of performance, timelines, deliverables, and any other terms necessary for the performance of the Services according to the expectations described in the Agreement. Each SOW entered shall be numbered sequentially in order of execution and shall be executed by the Board's Chief Executive Officer or his/her designee and the authorized representative of CPD. The SOW shall be in the form that is included as Exhibit C-1. No SOW shall modify, amend, or add legal terms, conditions, or provisions; shift risks or liabilities between the parties; or otherwise constitute a material revision as set forth above. Any Services performed in accordance to an SOW shall also be performed in accordance with the terms of the Agreement. Any SOW that is not completed and approved in accordance with the terms of this Agreement, including this Section, shall be null and void, and CPD shall not be entitled to any compensation for Services rendered pursuant to a void SOW. In the event of any conflict or inconsistency between the terms and conditions of a Statement of Work and the terms and conditions of this Agreement, this Agreement shall control.
11. Complaint Process; Investigations. CPD shall provide school administrators, students and staff with a complaint process described on the Civilian Office of Police Accountability (COPA) website to promote a swift review and resolution of complaints by CPS including, but not limited to, removal of such SRO, if necessary, from performing Services under this Agreement. The SRO Coordinator will work with COPA and the CPD District Commander who has the authority to remove an SRO from performing Services under the Agreement if deemed necessary and in compliance with all applicable labor agreements. Regular updates of new complaints and status of open complaints will be provided to CPS during the bi-weekly meetings held between CPS and CPD. Notwithstanding the foregoing, it is understood and agreed that any CPS principal shall have the authority to remove an SRO from his/her school after the complaint process has come to final resolution. Additionally, any investigations conducted by CPS which include a member of the Department acting in his or her capacity as an SRO or which involve any other CPD officers on duty conduct shall be shared with the SRO Coordinator.
12. Termination of Funding. Except as to Services already rendered prior to the date of notification to the City, obligations of payment hereunder shall cease immediately, without penalty, upon written notice by the Board to the City, at any time if there are not sufficient appropriated funds lawfully available to the Board to meet such obligations.
13. Board Confidential Information. In the performance of its obligations under the Agreement, the Department may have access to certain student information and other Board Information that is not generally known to others ("**Board Confidential Information**"). The Department agrees not to disclose to any third party Board Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the Board. The Department shall not disseminate any information regarding this Agreement, except as required by law, without the prior written consent of the Board. The Department shall use at least the same standard of care in the protection of the Board

Confidential Information as the Department uses to protect its own confidential information, but in any event such Board Confidential Information shall be protected in at least a commercially reasonable manner. Notwithstanding the foregoing, it is understood and agreed that such protection of Board Confidential Information may be subject to the special requirements set forth in the Family Educational Rights and Privacy Act ("FERPA") and the Illinois School Student Records Act ("ISSRA"). The Department agrees to cause its personnel including SROs, agents and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by the Department under this Agreement.

In the event the Department is presented with a request for documents by any agency of the Federal or State Government or as may be required in response to a request under the Freedom of Information Act identified below, or with a *subpoena duces tecum* regarding such Board Confidential Information which may be in the Department's possession by reason of this Agreement, the Department must immediately give notice to the Board and its General Counsel with the understanding that the Board will have the opportunity to contest such process by any means available to it before the Board Confidential Information is submitted to a court or other third party. The Department shall not be obligated to withhold the delivery of such Board Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

14. **Compliance with Laws, Board Policies and Procedures.** The parties shall comply with all applicable laws, ordinances, rules regulations and codes in performing their respective obligations hereunder. No SRO shall unlawfully discriminate against any individual, in compliance with the Civil Rights Act of 1964, 42 U.S.C.A. §2000 et. seq., as amended; the Rehabilitation Act of 1973, 20 U.S.C.A. §701 et seq., as amended; the Americans with Disabilities Act, 42 U.S.C.A. §12101 et. seq.; the Illinois Human Rights Act, 775 ILCS 5/1-10, as amended; the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended, and all other applicable federal, state, county, and municipal statutes, regulations, ordinances relating to non-discrimination. SROs shall comply with applicable Board policies in the course of his/her duties, and any other operating procedures that are agreed upon between the parties.

15. **Access to Education Records.**

- A. School administrators shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by state and federal student privacy laws, including ISSRA and FERPA, and CPS policies and guidelines.
- B. In connection with an emergency, school administrators shall disclose to the SRO that information in a student's record that is necessary to protect the health or safety of the student or other persons, subject to FERPA and the regulations of the U.S. Department of Education, and based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.
- C. If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by ISSRA, FERPA or other law.
- D. SROs are subject to CPD General Order G10-01-03 and will operate in compliance with that General Order at all times. SROs are prohibited from entering any information into the Criminal Enterprise Information System (CEIS).
- E. SROs shall comply with City of Chicago Municipal Ordinance 2-173, which made

the City of Chicago a Welcoming City. No SRO shall unlawfully discriminate against students or student family members based on their immigration status as prohibited by Board Resolution 16-1216-RS5 and the Board's Comprehensive Non-discrimination Policy (19-0522-PO1) as either may be hereafter amended from time to time.

16. **Freedom of Information Act:** CPD acknowledges that this Agreement and all documents submitted to the Board related to this Agreement are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. CPD further acknowledges that this Agreement shall be posted on the Board's Internet website at <http://www.cps.edu>.

17. **Default and Remedies.**

- A. If the Department defaults by failing to perform any material obligations under this Agreement and does not cure such material default, then the Board may terminate this Agreement and/or take any other action at law the Board deems appropriate. For the purposes of this Agreement, a "material default" by the Department shall be any default that would reasonably be construed as material by the Board and that the Board identifies as being grounds for terminating the Agreement. It is understood and agreed that the Board shall give the Department prompt written notice of any obligations that the Board deems to be material, pursuant to the terms of this Agreement.
- B. In the event of any material default by the Department, the Board shall give the Department thirty (30) days advance written notice of its intent to terminate stating the nature of the material default. If the Department does not cure the default within the 30-day notice period, the termination will become effective at the end of the period. Notwithstanding the foregoing, with respect to those defaults that are not capable of being cured within the 30-day period, the Department shall not be deemed to be in default if, in the opinion of the Board, using a reasonable standard, the Department has begun to cure the default within the 30-day period and, in the reasonable opinion of the Board, thereafter diligently and continuously prosecutes the cure of the default until cured.

In addition to the above, in the event of any uncured material default, the Board may, in any court of competent jurisdiction, by any proceeding at law or in equity, seek the specific performance of the agreements contained in this Agreement, or damages for failure of performance, or both.

18. **Parties Responsibilities.** Neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other unless such liability is imposed by a court of competent jurisdiction. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party. In the event of a claim for any wrongful or negligent act, each party shall bear the cost of its own defense and attorney's fees. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

19. **Independent Contractor.** Nothing in this Agreement shall be considered to create the relationship of employer and employee or principal and agent between the parties hereto. It

is understood and agreed that the relationship of the City or CPD to the Board is and shall continue to be that of an independent contractor and neither City nor any of City's employees shall be entitled to receive Board employee benefits. City agrees that City's employees, staff or subcontractors shall not represent themselves as employees or agents of the Board.

It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the Board and/or the City as separate, independent and distinct entities under Illinois or any other law. It is further understood and agreed that the entry into this Agreement by the City and the Board shall not operate or be construed as a waiver of any rights, claims or actions they may have against the other including, but not limited to, any claims resulting from the providing of SROs to the Board pursuant to this Agreement.

20. **No Partnership or Joint Venture Created.** It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting the Board or the City as representatives of each other for any purpose.
21. **General Provisions.** Any headings of this Agreement are for convenience or reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number 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 obligations of such person or entity in accordance with the terms of this Agreement.
22. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.
23. **Termination.** It is the intent of the parties to this Agreement that its commitments made hereunder are conditioned upon satisfactory performance of the commitments made by the other party hereto. Each party shall have the right to terminate this Agreement if the other fails or refuses to honor any of its commitments under this Agreement. Otherwise, this Agreement may be terminated by either party upon the giving of sixty (60) days prior written notice to the other party. Upon termination of this Agreement, CPD shall have no obligation to continue to provide SROs for Designated Schools other than the usual and customary obligations charged to sworn police officers of the City.
24. **Notices.** Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below, by a party in writing, by any of the following means: (a) personal service, (b) first class mail, (c) overnight courier or (d) facsimile or email, confirmed by mail. These addresses may be changed by notice to the other party given in the same manner provided above. Any notice, demand or request given by personal service or overnight courier is considered received when delivered, if transmitted

by facsimile or email when transmitted; and if given by first class mail is considered received two business days following deposit in the mail with sufficient first class postage affixed. Refusal of delivery has the same effect as receipt.

IF TO THE DEPARTMENT: Chicago Police Department
3510 South Michigan Avenue, 5th Floor
Chicago, Illinois 60653
Attention: Superintendent of Police
Fax: 312-745-6963

WITH COPIES TO: City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Fax: 312-744-8538

and

Chicago Police Department
3510 South Michigan Avenue, 5th Floor
Chicago, Illinois 60653
Attention: General Counsel
Fax: 312-745-6995

and

City of Chicago
Office of Budget and Management
121 North LaSalle Street, Room 604
Chicago, Illinois 60602
Attention: Budget Director
Fax: 312-744-3618

and

City of Chicago
Office of the Chief Financial Officer
33 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Chief Financial Officer
Fax: 312-744-0014

and

City of Chicago
Department of Finance
33 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: City Comptroller
Fax: 312-744-0014

IF TO THE BOARD:

Board of Education of City of Chicago
Office of the Chief Executive Officer
42 West Madison Street, 3rd Floor
Chicago, Illinois 60602
Attention: Janice K, Jackson, Ed.D, CEO
Fax: 773-553-1501

and

Board of Education of City of Chicago
Office of School Safety and Security
42 West Madison Street, Garden Level
Chicago, Illinois 60602
Attention: Jadine Chou, Chief Officer of Safety & Security
Fax: 773-553-3050

WITH COPY TO:

Board of Education of City of Chicago
Law Department
One North Dearborn Street, Suite 900
Chicago, Illinois 60602
Attention: Joseph T. Moriarty, General Counsel
Fax: 773-553-1701

25. **Conflict of Interest.** This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one year period following expiration or other termination of their office.

26. **Ethics.** No officer, agent or employee of the Board is or shall be employed by the City or has or shall have a financial interest, directly, or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics Policy adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as if fully set forth herein.

27. **2014 City Hiring Plan Prohibitions.**

- A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- B. ~~The Board is aware that City policy prohibits City employees from directing any individual to apply for a position with CPS, either as an employee or as a subcontractor, and from directing CPS to hire an individual as an employee or as a subcontractor. Accordingly, CPS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by CPS under this Agreement are employees or subcontractors of CPS,~~

not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by CPS.

- C. The Board will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide Services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

In the event of any communication to CPS by a City employee or City official in violation of this Section 27.B., or advocating a violation of Section 27.C., CPS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("**IGO Hiring Oversight**"), and also to the head of the relevant City Department providing Services provided under this Agreement.

28. **Inspector General.** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
29. **Non-Liability of Officials.** The Board and its consultants, subcontractors, successors and assignees will not charge any official, employee or agent of the Department personally with any liability or expenses of defense or seek to hold him or her personally liable under any term or provision of this Agreement or because of his or her execution or attempted execution of this Agreement. The Department and its consultants, subcontractors, successors and assignees will not charge any official, employee or agent of the Board personally with any liability or expenses of defense or seek to hold him or her personally liable under any term or provision of this Agreement or because of his or her execution or attempted execution of this Agreement.
30. **Audit and Records Retention.** CPD shall maintain records showing time expended in performing Services, costs incurred and actual Services performed. Subject to state and federal laws regarding the disclosure of student information and the confidentiality provisions of this Agreement, all records referenced above and all records required to be maintained as part of the Services shall be retained for five (5) years after completion of Services. The Board shall have the right to inspect and audit the records of CPD with respect to this Agreement and CPD shall cooperate with such request and make records available for inspection at a location mutually agreed to by the parties. Such audits may be conducted up to two (2) times per year. The Inspector General of the Board shall have the same right to inspect and audit said records as set forth herein.
31. **Authorization:** The parties have taken all actions necessary for the approval and execution

of this Agreement, and execution by the person signing on behalf of each is duly authorized by each party and has been made with complete and full authority to commit each party to all terms and conditions of this Agreement.

32. **Entire Agreement and Amendment.** This Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.
33. **Governing Law.** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.
34. **Assignment.** This Agreement, and all rights and obligations hereunder, may not be assigned or delegated without the express, prior written consent of the other party hereto. Any assignment or attempt at same in the absence of such prior written consent will be void and without effect.
35. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and each party reserves the right to exercise any such right from time to time as often and as may be deemed expedient under this Agreement.
36. **Ordinance.** Execution of this Agreement by the City of Chicago is authorized by virtue of an ordinance passed by the City Council of the City of Chicago on October 31, 2018.
37. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.
38. **Conflict or Inconsistency.** In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the Original Agreement, the terms and conditions of this Agreement shall control.

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IN WITNESS WHEREOF, the City of Chicago and the Board of Education of the City of Chicago have caused this Agreement to be duly executed and delivered as of the Effective Date hereof.

CITY OF CHICAGO

By: *David Brown*
David Brown
Superintendent of Police

Date: 9-25-2020, 2020

By: *Reshma Soni*
Reshma Soni
City Comptroller

Date: Oct 6,, 2020

BOARD OF EDUCATION OF THE CITY OF CHICAGO

^{DS}
RB

By: ^{DocuSigned by:}
Miguel del Valle
672BAF79E1F9427...
Miguel del Valle, President

Attest: ^{DocuSigned by:}
Estela G. Beltran
08FC32BB76214FE...
Estela G. Beltran, Secretary

Date: October 15, 2020, 2020

By: ^{DocuSigned by:}
Janice K. Jackson
CD1308C15BA8469...
Janice K. Jackson, Ed.D., Chief Executive Officer

Board Report No: 20-0826-EX5

Approved as to legal form:

^{DS}
AK ^{DS}
RB

By: ^{DocuSigned by:}
Joseph T. Moriarty
571EG59C3314465...
Joseph T. Moriarty, General Counsel

Attachments:

- Exhibit A-1 – Scope of Services
- Attachment 1 – SRO Job Description
- Exhibit B-1 – List of Designated Schools
- Exhibit C-1 – Statement of Work Form

EXHIBIT A-1

Scope of Services

This Scope of Services shall be conducted pursuant to the terms and conditions of the Amended and Restated Renewal of the Intergovernmental Agreement (the "**Agreement**") effective as of the 1st day of September, 2020 (the "**Effective Date**") by and between the City of Chicago (the "**City**"), acting through its Department of Police (the "**Department**" or the "**CPD**") and the Board of Education of the City of Chicago commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**"). Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement.

CPD agrees to provide to the Board the Services set forth herein below:

- A. From among the police officers recommended for staffing as SROs by the CPS CEO or designee under Section 4 herein, CPD will staff sworn full-duty police officers at each of the Designated Schools as SROs to perform the duties of an SRO set forth in the job description attached hereto as Attachment 1. SROs shall be uniformed and carry standard equipment.
- B. SROs will maintain a visible presence in and around the Designated Schools and have positive student interactions.
- C. SROs shall respond immediately to calls involving emergency situations. SROs will call in to dispatch all emergency situations to protect all CPS students, school personnel, or others who are present on school property and, in non-criminal acts, reference the CPS Student Code of Conduct to determine, in consultation with school administrators, including for matters within its purview, the Office of Student Protections and Title IX, if the situation can be handled through Board student disciplinary processes.
- D. SROs shall have no involvement in school disciplinary actions or processes and shall ensure that no other Department officers are requested to intervene in school disciplinary actions.
- E. SROs will coordinate with school administration and the CPS Office of School Safety and Security personnel in problem solving exercises and emergency drills. SROs will participate in any training of CPS emergency drills, including active shooter response. SROs' actions shall always minimize any disruption to the school's normal operations.
- F. SROs shall work with school administrators to make reasonable attempts to reach students' parents or guardians prior to any action by a CPD officer involving a student on school grounds. Nothing herein limits the authority of any SRO to perform his/her duties, as provided by ordinance and statute.
- G. SROs shall notify their immediate supervisor and/or Commander of inappropriate situations where they are asked by school administrators, teachers and other staff to intervene in student situations that involve mere school disciplinary actions.

- H. SROs and school administrators shall develop plans and strategies to prevent and/or minimize dangerous situations. SROs shall share information with the school administrators about persons and conditions that pertain to campus safety concerns.
- I. SROs shall be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.
- J. SROs can participate in meetings with school administration upon notification and approval of the SRO's immediate supervisor or Commander.
- K. SROs must have knowledge of the CPS Student Code of Conduct Manual and CPS disciplinary procedures.
- L. SROs will follow the Reciprocal Reporting Systems Agreement between Chicago Public Schools and the Chicago Police Department, as said agreement may be amended from time to time, regarding any arrests made pursuant to this Agreement.
- N. SROs shall maintain daily reports on all crimes and arrests committed by any persons at CPS schools, whether a student, staff or otherwise.
- O. SROs shall not transport students in Department vehicles except when the students are under lawful arrest or when some other emergency circumstances exist. SROs shall not transport students in their personal vehicles.

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ATTACHMENT 1

School Resource Officer Job Description

School Resource Officers shall:

- A. Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce Board policies and procedures. Ensure school administrator safety by being present during school searches, which may involve weapons, controlled dangerous substances or in such cases that the student's emotional state may present a risk to the administrator. Assist school administrators in emergency crisis planning and implementation, and building security matters. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.
- B. Work to provide and maintain a safe school environment through close contact and positive relationships with students. The SRO should monitor crime statistics and work with local patrol officers and students together to design crime prevention strategies.
- C. Provide law enforcement and police services to the school, school grounds and areas adjacent to the school. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances.
- D. Be visible within the school community. Attend and participate in school functions. Build working relationships with the school's staff as well as with student and parent groups.
- E. Develop and implement classes, lectures or programs in law related education to support the educational efforts of the faculty. Work closely with teachers in designing and presenting law-related topics and the role of police in our society.
- F. Work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary. Assist in conflict resolution efforts.
- G. Initiate interaction with students in the classroom and general areas of the school building. Promote the profession of police officer and be a positive role model. Increase the visibility and accessibility of police to the school community.

EXHIBIT B-1

List of Designated Schools

(see attached)

EXHIBIT B-1
List of Designated Schools

Police District	School Name	Beat
009	Air Force Academy	915
011	Al Raby	1123
020	Amundsen	2032
015	Austin	1523
008	Bogan	834
004	Bowen	423
002	Bronzeville HS	224
005	Carver Military	533
002	Chicago Military Academy	212
004	Chicago Vocational	412
006	CICS Ellison	611
010	Collins	1022
005	Corliss	512
012	Crane Medical	1225
015	Douglass	1512
001	Dunbar	133
002	Dyett	233
007	Englewood STEM	722
010	Farragut	1024
022	Fenger	2233
016	Foreman	1634
008	Gage Park	824
008	Goode	835
005	Harlan	511
007	Harper	725
006	Hirsch	624
008	Hubbard	823
003	Hyde Park	314
001	Jones College Prep	123
022	Julian	2232
008	Kennedy	811
002	Kenwood	222
002	King	222

EXHIBIT B-1
List of Designated Schools

019	Lake View	1912
007	Lindblom	714
010	Little Village	1031
011	Manley	1135
011	Marshall	1124
015	Michele Clark	1533
022	Morgan Park	2212
025	North-Grand	2534
011	Orr	1111
025	Prosser	2515
009	Richards	933
017	Schurz	1731
006	Simeon	622
008	Solorio	822
025	Steinmetz	2511
016	Taft	1612
009	Tilden	935
017	Von Steuben	1713
012	Wells	1213
011	Westinghouse	1123
012	Whitney Young	1231
002	Williams	224

EXHIBIT C-1
Statement of Work Form

(see attached)

STATEMENT OF WORK # _____

#20- 0826 -EX__

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered by and between the City of Chicago (the "**City**"), acting through its Department of Police ("**Department**" or the "**CPD**") and the Board of Education of the City of Chicago, commonly known as Chicago Public Schools ("**Board**" or "**CPS**"). Services provided pursuant to an approved Statement of Work form shall be performed pursuant to the terms of the Amended and Restated Renewal of the Intergovernmental Agreement between the City of Chicago and the Board of Education of the City of Chicago effective as of September 1, 2020 ("**Agreement**"). Defined terms used in this Statement of Work form shall have the same meanings as those ascribed to such terms in the Agreement. No attempt to alter the terms and conditions of the Agreement through this Statement of Work will be effective. Any attempt to modify or add to the legal terms and conditions of the Agreement through this Statement of Work for the Services provided pursuant to this SOW **shall** be null and void.

PROGRAM DESCRIPTION

General Information		
Program Name:	School Resource Officer Program	
SOW date		August 31, 2021

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed by its respective authorized representative. The parties agree that the Services provided pursuant to this Statement of Work shall be subject to the terms and conditions set forth in the Agreement. Any attempt to modify or add to the legal terms and conditions of the Agreement through this Statement of Work for the Services provided pursuant to this SOW shall be null and void.

City of Chicago

Board of Education of City of Chicago

By:

By:

Signature

Signature

Name:

Name:

Title:

Title:

Date:

Date:

Copies of the fully approved and executed Statement of Work shall be provided to the CPS Law Department upon execution.