INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHICAGO AND THE
BOARD OF EDUCATION OF THE CITY OF CHICAGO

This Intergovernmental Agreement (the "Agreement") is effective as of the 1st day of September, 2019 (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") acting in exercise of powers granted to it by 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, for the purpose of CPD providing a school resource officer program for the Board in order to maintain and promote the safety and security of students, teachers and other staff of the Chicago Public Schools, which is of great importance to the City and the Board, as well as to foster a safe, supportive, and positive learning environment for students.

1. **Term and Extension.** The term of this Agreement shall begin on the Effective Date and end on August 31, 2020 ("Term"). This Agreement has two (2) options to renew for periods of twelve (12) months each.

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 tours of duty 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 ("Services") in accordance with the terms and conditions of this Agreement. "Services" means, collectively, the services, deliverables, duties and responsibilities described in Exhibit A 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 CPS principals, in consultation with their local school councils, can determine which schools shall have SROs deployed at Designated Schools under this Agreement. The Designated Schools shall be identified on Exhibit B attached hereto and made a part of this Agreement. Exhibit B 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 and CPS shall jointly develop a screening criteria for SROs that ensures all SROs possess the qualifications, skills and abilities necessary to work safely with students, school personnel and community members. Factors that both parties must consider when selecting SROs shall include, but not be limited to: a minimum of three (3) years of service; working knowledge of Department directives; juvenile laws; and Chicago Public Schools Student Code of Conduct; ability to work safely, effectively, and build positive relationships with students, parents, guardians and school personnel; previous experience working with youth in a learning environment (e.g., coaching youth league or youth group leader); ability to problem-solve in a team environment; college experience with an emphasis on youth studies; quality report writing skills; enthusiasm for the position with an ability to work with school administration, students and parents. Also consideration shall be given to the officer's prior disciplinary history. As a part of the screening criteria, the CPS CEO and his or her designee shall participate in the selection process and make recommendations on the SROs who will be assigned by CPD under this Agreement. Only SROs who satisfy a screening criteria developed by CPD and CPS shall be selected and assigned under this Agreement.

B. All SROs shall have completed initial standard police officer training prior to their assignment to the Designated Schools. 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.

C. The 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 work 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. SROs shall have full authorization to enter into or on school facilities and property, subject to the agreement of the Board 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 redeployment 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 deployment 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. CPD shall install computer terminals connected to the CPD network in certain Designated Schools where on-duty SROs are assigned.

   C. The Board shall provide, at each Designated School where SROs are assigned, secure office space for the on-duty SRO(s) to secure the CPD computer and protect the privacy rights of students.

   D. 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.

7. **Reimbursement, Payment and Documentation.**

   A. The maximum compensation that may be paid to CPD during the Term of the Agreement shall not exceed the amount stated in the Board Report, cited on the signature page of this Agreement, as may be amended ("**Maximum Compensation Amount**").
Bills shall be submitted by CPD to CPS as follows:

- For the Services rendered during the period September 1 - December 31, 2019: one bill during December 2019 for a total amount not to exceed $16,500,000.
- For the Services rendered during the period January 1 - August 31, 2020: one bill during June 2020 for a total amount not to exceed $16,500,000.

CPS will tender to the City the first payment not later than January 31, 2020; and will tender the second payment not later than September 30, 2020. If this Agreement is renewed, payments for the next year will follow the same schedule in time frame.

B. Pursuant to Section 30 of this Agreement, CPS 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.

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 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 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. 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 with a complaint process 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. This process will be either through the SRO Coordinator or 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. Additionally, any investigations conducted by CPS which include a member of the Department acting in his or her capacity as a SRO or which involve any other CPD officer's 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. 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 law.

   B. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school administrators shall disclose to the SRO that information which is needed to respond to the emergency situation 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 law.

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.

C. 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 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 Ave., 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, IL 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
121 North LaSalle Street, Room 509
Chicago, Illinois 60602
Attention: Chief Financial Officer
Fax: 312-744-7159

and

City of Chicago
Department of Finance
121 North LaSalle Street, Room 700
Chicago, Illinois 60602  
Attention: City Comptroller  
Fax: 312-744-2887  

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 two (2) 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; Facsimile/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.

[Rest of this page left intentionally blank.]
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: Charlie Beck
Interim Superintendent of Police

Date: 11 Dec, 2019

By: Reshma Soni
City Comptroller

Date: __________, 2019

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: Miguel del Valle, President

Date: __________, 2019

Attest: Estela G. Beltran, Secretary

Date: 12/11, 2019

By: Janice K. Jackson, Ed.D., Chief Executive Officer

Board Report No: 19-0828-E×4-1

Approved as to legal form: 19-1211-AR4-17

By: Joseph T. Moriarty, General Counsel

Attachments:
Exhibit A – Scope of Services
Exhibit B – List of Designated Schools (Redacted)
Exhibit C – Statement of Work Form
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: [Signature]
Charlie Beck
Interim Superintendent of Police
Date: 11 Dec 2019

By: [Signature]
Reshma Soni
City Comptroller
Date: Dec 11, 2019

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: [Signature]
Miguel del Valle, President

Attest: [Signature]
Estela G. Beltran, Secretary
Date: __________, 2019

By: [Signature]
Janice K. Jackson, Ed.D., Chief Executive Officer

Board Report No: __________

Approved as to legal form:

By: [Signature]
Joseph T. Moriarty, General Counsel

Attachments:
Exhibit A – Scope of Services
Exhibit B – List of Designated Schools (Redacted)
Exhibit C – Statement of Work Form
EXHIBIT A

Scope of Services

This Scope of Services shall be conducted pursuant to the terms and conditions of the Intergovernmental Agreement (the "Agreement") effective as of the 1st day of September, 2019 (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. CPD will provide sworn full-duty police officers at each of the Designated Schools for full tours of duty as SROs to ensure safety and deter crime at schools. SROs shall be uniformed and carry standard equipment.

B. SROs will conduct roving patrols inside the school buildings while maintaining a visible presence and 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 Code of Conduct to determine if the situation can be handled through discipline. The CPS Office of Student Protections and Title IX may consult with SROs on assessing whether a matter should be handled through a criminal case report and arrest or through school discipline.

D. SROs shall have no involvement in school disciplinary actions 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 which might result in student unrest. 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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EXHIBIT B

List of Designated Schools

(see attached)
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Exhibit C
Statement of Work Form

(see attached)
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 Intergovernmental Agreement between the City of Chicago and the Board of Education of the City of Chicago effective as of September 1, 2019 ("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

<table>
<thead>
<tr>
<th>General Information</th>
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<tr>
<td>Program Name:</td>
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<td>SOW date</td>
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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

By: ____________________________
Signature
Name: __________________________
Title: __________________________
Date: __________________________

Board of Education of City of Chicago

By: ____________________________
Signature
Name: __________________________
Title: __________________________
Date: __________________________

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