

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
BOARD OF EDUCATION OF CONSOLIDATED HIGH SCHOOL DISTRICT NO. 230
AND
VILLAGE OF ORLAND PARK**

This Intergovernmental Agreement is made this ____ day of ____, 2023 by and between the Board of Education of Consolidated High School District No. 230 (“Board” or “District”) and the Village of Orland Park (“Village”).

WITNESSETH

WHEREAS, the Board operates Carl Sandburg High School (“Sandburg High School”) in the boundaries of the Village; and

WHEREAS, the Village operates the Orland Park Police Department (“Police Department”); and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, provide that units of local government and school districts may contract with one another to perform any activity authorized by law; and

WHEREAS, the Village and the Board are public agencies pursuant to Section 2 of the *Intergovernmental Cooperation Act*, 5 ILCS 220/2; and

WHEREAS, pursuant to Section 10-20.14 of the *School Code* (105 ILCS 5/10-20.14), school districts are encouraged to create memoranda of understanding with local law enforcement agencies that clearly define law enforcement's role in schools; and

WHEREAS, as provided in Section 10-20.68 of the *School Code* (105 ILCS 5/10-20.14), a School Resource Officer is a law enforcement officer who has been primarily assigned to a school or school district under an agreement with a local law enforcement agency; and

WHEREAS, the Village and the Board have previously entered into an Intergovernmental Agreement regarding the assignment of a police officer employed by the Village to perform the duties of a School Resource Officer at Sandburg High School; and

WHEREAS, the Board desires to have the services of a police officer at Sandburg High School as a School Resource Officer (“SRO”); and

WHEREAS, the Village and the Board have determined it to be in the best interests of all parties to enter into this Agreement.

Now, therefore, the parties hereto agree as follows:

1.0 Goals and Objectives - It is understood and agreed that the Board and the Village share the following goals and objectives with regard to the SRO program:

1.1 To increase the reporting of all crimes committed against youth and their property; and to increase the reporting of physical and sexual child abuse and neglect.

- 1.1.1 To develop and project a positive attitude and image, and establish lines of communication as well as a sound relationship with the students, teachers and staff of Sandburg High School.
- 1.1.2 To provide a convenient and confidential setting wherein a student may feel at ease with a trusted individual in reporting crimes.
- 1.1.3 Upon request of Sandburg High School's counseling staff and/or community service agencies, assist students in dealing with individual problems and concerns as is appropriate.
- 1.1.4 To provide an opportunity for the SRO to help educators become aware of reportable crimes against youth.
- 1.2 To further reduce the number of crimes committed in schools or near school property.
 - 1.2.1 To provide a preventative presence in the school area in order to reduce loitering on the school premises, drug and alcohol traffic, assaults, and other actions of anti-social behavior. The SRO's legal responsibilities lie in the area of the law and he/she will not be used as an arm of school discipline.
 - 1.2.2 To provide a preventative presence for special school functions such as athletic events, school dances, band concerts, and summer educational programs, as detailed in this Agreement.

2.0 Employment and Assignment of School Resource Officers

- 2.1 The Village shall assign one police officer from the Police Department to act as an SRO at Sandburg High School.
- 2.2 The SRO shall remain an employee of the Village and shall be subject to the administration, supervision and control of the Police Department, except as such administration, supervision and control is subject to the terms and conditions of this Agreement. The Village shall at all times be considered the SRO's employer and shall retain direction and control of the work and conduct of the SRO and shall be solely responsible for payment and provision to the SRO of salary and any other benefits, including overtime, to which the SRO is entitled as an employee of the Police Department. The Village is responsible for making necessary tax and other withholdings from the SRO's pay, and for making all necessary tax and other employment-related payments and filings. The Village shall also maintain payroll, attendance, and performance evaluation records of the SRO. The SRO shall be covered by the Village's worker's compensation insurance.
- 2.3 The Board agrees to pay the Village an annual sum for the SRO's services ("Payment"). For the Initial Term (August 1, 2023 – July 31, 2024), the Payment shall be \$114,236.83. For subsequent terms (each August 1 – July 31), the Payment shall be increased annually, commencing August 1, 2024, by two and one-half percent (2.5%). For the Initial Term and any subsequent term, the District shall pay the Village in equal monthly installments, upon receipt of a monthly invoice from the Village.
- 2.4 Because the SRO is an employee of the Police Department, the Police Department, in its discretion, shall have the power and authority to hire, discharge and discipline the police

officer who serves as the SRO. The SRO shall be subject to all other personnel policies and practices of the Police Department except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

- 2.5 In the event that the SRO is absent from work, the SRO shall notify the Principal (or his/her designee) of Sandburg High School. In such event, the Village shall assign another police officer who meets the qualifications listed in Section 4.0 below and Exhibit A to temporarily perform the SRO duties, at no additional cost to the District.
- 2.6 The SRO reports directly to the Commander of Investigations, his designee or the patrol shift commander of the Police Department in that order.

3.0 Duty Hours

- 3.1 The SRO shall be a regular employee of the Police Department, but shall provide services to Sandburg High School during the following hours: 7:30 a.m. to 3:30 p.m. on all days that teachers are scheduled to be in attendance. The District will provide the Village with a copy of the school calendar prior to the start of each school year (and within seven days of the effective date of this Agreement).
- 3.2 When the SRO is performing SRO duties but is away from Sandburg High School premises, he/she will maintain communication with the school either by telephone or radio.
- 3.3 It is understood and agreed that the time spent by the SRO attending court, pursuing juvenile or criminal cases arising from and/or out of their duties as an SRO shall be considered as hours worked under this agreement.

4.0 Qualifications of the SRO. To be an SRO, an officer must first meet all of the following basic qualifications as well as the qualifications set forth in the SRO Job Description, attached hereto as Exhibit A and incorporated herein:

- 4.1.1 Shall be a commissioned officer and have a minimum of three years of certified, full-time (or five years of certified, part-time) law enforcement experience;
- 4.1.2 Shall be a certified juvenile officer;
- 4.1.3 Shall possess a sufficient knowledge of the applicable Federal and State laws, Village ordinances, and Board policies and regulations;
- 4.1.4 Shall be capable of conducting in depth criminal investigations;
- 4.1.5 Shall possess an even temperament and set a good example for students; and
- 4.1.6 Shall possess communication skills that would enable the officer to function effectively within the school environment, including the ability to teach.
- 4.1.7 Shall obtain and maintain SRO training certification, and any necessary renewals, in accordance with the *School Code* (105 ILCS 5/10-20.68) and the *Illinois Police Training Act* (50 ILCS 705/10.22). The Village shall not apply for a waiver of this

training requirement for the SRO to be assigned to the District without the consent of the Superintendent. This and any other SRO training required by law for the SRO to act as a law enforcement officer in the schools, such as firearm recertification training, shall be at the expense of the Village.

4.2 Replacement of SRO

The SRO may be replaced 1) in the event the SRO becomes unavailable for assignment at the District, or 2) upon a request by the District, in writing, requesting and setting forth the specific reason for replacement of the current SRO and after a meeting with the Chief of Police or his designee, the Village. In either case, the Chief of Policy shall identify candidates for a replacement officer satisfying the requirements in Section 4.0 and Exhibit A to serve as SRO under this Agreement. The District will participate in the candidate interview process. A replacement officer will not be assigned without approval of the Superintendent or designee.

5.0 Duties of the School Resource Officers

The duties of the SRO are set forth on the SRO Job Description in Exhibit A, and also include the following obligations:

- 5.1 To protect school property, students, school personnel and visitors from criminal activity by patrolling the school building and grounds and attending school functions.
- 5.2 To enforce State and Local criminal laws and ordinances.
- 5.3 To establish a close-working relationship with school officials at Sandburg High School.
- 5.4 To take appropriate action on violations of the law involving students.
- 5.5 To work with the Sandburg High School Administration and teaching staff concerning safety, drug education, conduct, counseling and preventative discipline.
- 5.6 To work with the Sandburg High School Administration in the implementation of police-community school programs.
- 5.7 To be available to organizations within the community to assist in explaining the SRO Program and its philosophy.
- 5.8 To prepare necessary records and reports as requested by the Sandburg High School Administration.
- 5.9 To answer questions in the law-related education field.
- 5.10 To perform daily or periodic risk assessment duties as defined by the District.
- 5.11 To follow protocols for detention and questioning of students on school grounds in compliance with the *School Code (105 ILCS 5/22-85)* and Board Policy 7:150 *Agency and Police Interviews* and 7:150AP *Administrative Procedure—Agency and Police Interviews*. The SRO will notify parents/guardians of students under the age of 18 of any detainment and questioning on school grounds. Before detaining

and questioning a student on school grounds who is under 18 years of age and who is suspected of committing a criminal act, the SRO must do all of the following:

- Ensure that notification or attempted notification of the student's parent or guardian is made.
- Document the time and manner in which the notification or attempted notification under paragraph (1) occurred.
- Make reasonable efforts to ensure that the student's parent or guardian is present during the questioning or, if the parent or guardian is not present, ensure that school personnel, including, but not limited to, a school social worker, a school psychologist, a school nurse, a school guidance counselor, or any other mental health professional, are present during the questioning.

The Parties acknowledge that the SRO is responsible for criminal law issues, not school discipline issues (see Section 1.2.1 above). Thus, absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses including, but not limited to, disorderly conduct; disturbance/disruption of the Schools or public assembly; trespass; loitering; profanity; and fighting that does not involve immediate physical injury or a weapon, shall be considered school discipline issues to be solely handled by School officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket, or summons, filing of a delinquency petition, referral to a probation officer, or actual arrest). If the SRO becomes aware of a student discipline issue, he/she shall refer the issue to the School's Principal or designee. If the SRO does proceed with law enforcement actions, he/she shall adhere to Board policy, police policy and legal requirements with regard to investigations, interviews of students and arrests of students that occur or are planned to occur on District property. There shall be no student booking station established or maintained on the grounds of the unit school district.)

6.0 Chain of Command

- 6.1 The SRO, as an employee of the Police Department, will be directly responsible to the Commander of Investigations, his designee or the patrol shift commander in that order.
- 6.2 In the performance of his/her duties, the SRO shall coordinate and communicate with the Principal (or the Principal's designee) of Sandburg High School.

7.0 Training/Briefing

- 7.1 The SRO shall be required by the Police Department to attend monthly training and briefing sessions. These sessions will be held at the direction of the Police Department. Briefing sessions will be conducted to provide for the exchange of information between the Police Department and the SROs. Notwithstanding the foregoing, the Police Department and the SRO must comply with the student records access parameters and obligations set forth in Section 11.0 and the terms of any Reciprocal Reporting System Agreement in place between the Parties.

- 7.2 The Village and the District acknowledge that the SRO must receive appropriate and current training in order to fulfill his/her duties as a school resource officer. The Parties shall work cooperatively to ensure the SRO receives appropriate in-service and other training, including, but not limited to, training in implicit bias and racial and ethnic sensitivity, CRI and de-escalation techniques, safety, mental health, administration of epinephrine auto injector, use of opioid antagonists, and training specific to the duties of a school resource officer and working with students. The District also may request the SRO to attend other relevant trainings, including but not limited to, those trainings that may be mandated by future legislation, implementation of Board policies, and the District's regulations and procedures.
- 7.3 The Village shall provide to the District a certificate of completion issued by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Illinois Police Training Act (50 ILCS 705/10.22) indicating that the subject officer has completed the requisite course of instruction, and evidence of the SRO's completion of annual refresher training required to maintain this certification.

8.0 Dress Code

- 8.1 The SRO may be required by the District to wear a Police Department issued uniform for the first 2 weeks of the school year.
- 8.2 After the first 2 weeks of the school year, the SRO may, at the discretion of the Police Department and the Principal of Sandburg High School, wear "soft" clothes. Notwithstanding the above, the SRO must be identifiable as a Police Officer when on duty as an SRO.

9.0 Supplies and Equipment

- 9.1 Motor vehicles. The Police Department will provide a squad car for use by the SRO in performance of his/her duties.
- 9.2 Safety Equipment. The Police Department shall provide any safety equipment to the SRO that it determines to be necessary. Sandburg High School will provide the SRO with keys and swipe cards to access all classrooms and other areas in the building.
- 9.3 Office Supplies. Sandburg High School agrees to provide the SRO with the usual and customary office supplies and forms required in the performance of his/her duties. In addition, the SRO shall be provided a private office within Sandburg High School that is accessible by the students. The SRO shall also be provided a computer, access to a printer, and access to a private fax machine for confidential intelligence sharing. This office shall not be used as a booking station in violation of Section 10-20.60 of the School Code (105 ILCS 5/10-20.60).

10.0 Operating Procedures

The SRO shall comply with applicable Board policies and procedures in the course of his/her duties.

11.0 Access to Education Records

The District and the Village acknowledge and agree that all student, personnel, medical, and District-related business records generated by District employees or students shall be the property of the District. The Parties agree to comply with all state and federal laws, including, but not limited to, the *Illinois Student Records Act*, the *Illinois Mental Health and Developmental Disabilities Confidentiality Act*, the federal *Family Educational Rights and Privacy Act*, the *Health Insurance Portability and Accountability Act of 1996*, , the *Illinois Personnel Records Review Act*, and all rules and regulations governing the release of student, personnel, and medical records, as well as the terms and conditions contained in the Reciprocal Reporting System Agreement entered into by the Parties on December 20, 2012 as it may be amended, or any successor agreement (“Reciprocal Reporting Agreement”). The SRO will have access to student records under the terms set forth in Exhibit B incorporated herein, and as otherwise allowed or restricted by applicable law. To the extent the SRO has access to student records to perform his/her duties, he/she shall not divulge such records to any third party outside of the conditions outlined above without the District’s consent, parental consent, or as permitted or required by law. The District and the Village acknowledge and agree that all records that are both generated and maintained solely by the SRO in connection with the performance of services under this Agreement shall constitute law enforcement records and shall be the property of the Village and shall not be student records. Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions of this paragraph will continue in full force and effect following such termination.

- 12.0 Term of Agreement** – The Initial Term of this agreement is August 1, 2023 through July 31, 2024. This Agreement will be automatically renewed for additional one (1) year Terms until terminated as provided herein. The Agreement may be terminated by either party for convenience upon sixty (60) days’ written notice.

13.0 Insurance and Indemnification

13.1 Indemnity:

The District shall indemnify and hold the Village and its officers and employees harmless from any and all losses, costs, demands, damages, actions or causes of action, including reasonable attorney’s fees arising out of, proximately caused by or incurred by reason of any of negligent or willful and wanton acts or omissions of the District and its employees related to this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1 *et seq.*, or otherwise provided by law.

The Village shall indemnify, defend and hold the District, its individual Board members and employees harmless of and from any and all losses, costs, demands, damages, actions or causes of action, including reasonable attorneys’ fees arising out of, proximately caused by or incurred by reasons of any negligent or willful and wanton act or omission by the SRO, or breach of this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1 *et seq.*, or otherwise provided by law.

13.2 Insurance:

Each Party shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than \$3,000,000 per occurrence and in the aggregate and at all times naming the other party to this Agreement, its individual Board

members, employees, and agents as additional insureds thereon. Such coverage shall include each Party's indemnification obligation under Paragraph 13.1 of this Agreement. Within five (5) days of the last Party's execution of this Agreement, each Party shall furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement

14.0 Evaluation: The Principal (or designee) shall evaluate the SRO on an annual basis in the manner jointly developed by the parties. The Principal's evaluation shall be advisory only and the Police Department retains the final authority to evaluate the SRO's performance.

15.0 Body Cameras: Should the SRO be required by the Village to wear a body camera while on duty at Sandburg High School, the SRO shall comply with all laws and regulations applicable to the wearing of such cameras. The protocols for implementation of body camera use by the SRO are set forth in Exhibit C incorporated herein.

16.0 Storage of SRO Papers and Equipment: The District shall provide the SRO a space for storage of paperwork, personal effects, and small items of equipment. The SRO shall not store ammunition or weapons on school property except with the express permission of the Superintendent. If the Superintendent approves storage of ammunition and equipment on school property, the parties shall agree to specific written protocols for such storage, including a locked area, safety precautions, and access and inventory protocols.

17.0 Access to Security Videos and Secure Radio Channels: To the extent the District operates security video systems or secure radio channels, the District may give the SRO regular access to view live security video and secure radio channels as deemed appropriate by the District. Recorded security videos in and outside Sandburg High School may constitute student records protected by state and federal laws, and recorded security videos on school buses constitute confidential records under the Criminal Code, thus access to recorded videos shall be given only in keeping with those laws. See Exhibit B.

18.0 Notices: Any notices may be sent to the respective parties at the following respective addresses:

To the Village: Chief of Police
Orland Park Police Department
15100 S. Ravinia Ave.
Orland Park, IL 60462

To the District: Superintendent
Consolidated High School District No. 230
15100 S. 94th Avenue
Orland Park, Illinois 60462

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

19.0 Complete Understanding and Amendments: With the exception of the Reciprocal Reporting Agreement, this Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof. No modifications, amendments, or waiver of any provision hereto shall be valid and binding unless in writing and signed by all Parties.

20.0 Termination of Prior Agreements: All existing agreements between the Parties concerning the provision of a School Resource Officer, including, the Intergovernmental Agreement Between Consolidated High School District 230 and the Village of Orland Park Providing for a School Resource Officer, dated July 23, 2019, are hereby terminated.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have set their hands and seals all as of the day and year written below.

**BOARD OF EDUCATION OF
CONSOLIDATED HIGH SCHOOL
DISTRICT NO. 230**

VILLAGE OF ORLAND PARK

By: _____
Its: Board President
Date: _____

By: _____
Its: Chief
Date: _____

Attest:

By: _____
Its: Board Secretary
Date: _____

EXHIBIT A

Consolidated High School District 230

Job Description
School Resource Officer

Position: **School Resource Officer (SRO)**

QUALIFICATIONS:

- A. A commissioned officer with a minimum of three years law enforcement experience
- B. A certified school resource officer and certified juvenile officer
- C. Evidence of a sufficient knowledge of applicable Federal and State laws, Village Ordinances, and Board of Education policies and regulations
- D. Capable of conducting in depth criminal investigations
- E. Even temperament and a role model for students
- F. Have sufficient communication skills that would enable the officer to function effectively within the school environment

REPORTS TO:

The SRO, as an employee of the Orland Park Police Department will be directly responsible to the Commander of Investigations, his designee or the patrol shift commander in that order, who shall designate and/or authorize any variation in the officers' normal work schedule or assignments in consultation with the building principal.

POSITION GOALS:

- A. Works in a collaborative manner to assist with the promotion of positive student behavior and self-discipline
- B. Fosters to maintain a positive working relationship between the Students, employees, and school community
- C. Plays a pivotal role in the prevention of criminal activities during the School day, at school events as assigned, and in or near school property
- D. Acts as a member of the school crisis team and link between school officials and the police department in any crisis situation, including the investigation of any threats of school personnel or members of the school community
- E. Acts in accordance to the Intergovernmental Agreement between the Village of Orland Park and the Board of Education of Consolidated High School District No. 230

PERFORMANCE RESPONSIBILITIES:

- A. Protect school property, students, school personnel and visitors from criminal Activity by patrolling the school building and grounds and attending school functions such as athletic events, dances, concerts, and educational programs as required
- B. To enforce state, and local criminal laws and ordinances
- C. To establish a close working relationship with school officials in the Sandburg attendance area
- D. The SRO will be responsible for taking appropriate action on violations of the law involving students in accordance with the SRO's scope of duties

- E. Work with the school administration and teaching staff, assisting those members concerned with safety, drug education, conduct, counseling and preventative discipline
- F. Work with the Sandburg High School Administration in the implementation of Police-community school programs
- G. To prepare necessary records and reports as requested by the Sandburg High School Principal or designee
- H. To assist other law enforcement officers with outside investigations concerning students attending Sandburg High School
- I. Serve as a member of the District's district-level and school-level threat assessment teams in accordance with the School Safety Drill Act and Board of Education Policy and procedures
- J. Observe and assist the District with the annual law enforcement drill to address a school shooting incident as required by the School Safety Drill Act, 105 ILCS 128/20(c)
- K. Participate, advise and consult in the annual review of the school's emergency and crisis response plan, protocols, and procedure, including procedures regarding the school district's threat assessment team pursuant to Section 25 of the School Safety Drill Act, 105 ILCS 128/25
- L. Serve as a counselor and/or referral source for students with problems in which the SRO's law enforcement expertise may be helpful
- M. Provide and encourage programs and presentations designed to promote student and faculty understanding of the law and other public safety issues with the intended goal of allowing young people to become better informed and effective citizen within and outside the academic environment, including conducting presentations and/or trainings on law, law enforcement issues, individual liberties and social responsibilities
- N. Be available to students, faculty, parents, and School and community organizations as a resource
- O. Work with parents, law enforcement, and social service agencies on matters that may affect the Schools
- P. Work cooperatively with other law enforcement agencies, including neighboring law enforcement entities, to fulfill the duties described hereunder
- Q. Enforce State and Local criminal laws and ordinances and to take appropriate action in response to violations of the law
- R. The SRO is encouraged to maintain a high level of visibility during school entrance and dismissal times as well as during passing periods
- S. Meet with building administrators to advise them of potentially dangerous situations and plan for the safe resolution of those situations

- T. Follow building and district behavior policies, deferring to school administration for discipline and enforcement of student handbook and policies, referring students for further law enforcement processing when requested by the District or required by law, and using law enforcement authority in necessary situations
- U. Protect school property, students, school personnel and visitors from criminal activity by patrolling the school building and grounds and attending school functions during and outside the school day (athletic events, dance, parent-teacher conferences) as required
- V. Present lessons in appropriate courses, as requested by the District (e.g., internet safety, drug education)
- W. Assist the school administration in the development of plans and strategies which minimize dangerous situations including those related to student or community unrest which impact the schools
- X. Provide students and their families, administrators, staff and faculty with information concerning various community support agencies, including:
 - a. family counseling services
 - b. drug and alcohol treatment facilities
 - c. psychological services
 - d. legal assistance
 - e. other information that may be appropriate under given circumstances
- Y. The SRO shall provide information, records, and testimony when the SRO is directly involved in an incident and when requested by the District administration for student expulsion proceedings
- Z. The SRO may assist District personnel with student residency investigations as requested by the District
- AA. The SRO will comply with all District health protocols
- BB. The SRO will provide to the District each month copies of the following reports required to be filed with the Department of State Police by the Safety, Accountability, Fairness and Equity – Today Act (SAFE-T Act) (50 ILCS 709/5-12):
 - a. data on offenses and incidents reported by District schools to local law enforcement. The data shall include offenses defined as an attack against school personnel, intimidation offenses, drug incidents, and incidents involving weapons; and
 - b. a report on any incident where a law enforcement officer was dispatched to deal with a person experiencing a mental health crisis or incident in District schools.

COMMUNICATIONS:

- A. Serves as liaison between school administration and police department
- B. Maintains an ongoing dialogue with secondary school administrators, deans, counselors, social workers, and health service personnel regarding student Behavior
- C. Maintains complete confidentiality as defined and required by state law in regards to student conduct and criminal cases that arise from his/her employment

EXHIBIT B

ACCESS TO RECORDS

- A. **District Records.** The Parties acknowledge and agree that all student, personnel, medical, and District-related business records generated by District employees or students shall be the property of the District. The Parties agree to comply with all state and federal laws, including, but not limited to, the *Illinois School Student Records Act* (105 ILCS 10/1 et seq.), the *Illinois Mental Health and Developmental Disabilities Confidentiality Act* (740 ILCS 110/1 et seq.), the federal *Family Educational Rights and Privacy Act* (20 U.S.C. § 1232g; 34 C.F.R. Part 99), *Health Insurance Portability and Accountability Act of 1996* (45 C.F.R. Parts 160 and 164), the *Illinois Personnel Records Review Act* (820 ILCS 40/1 et seq.), and all rules and regulations governing the release of student, personnel, and medical records. The SRO may have access to personally identifiable information (“PII”) in student records as follows:
- 1) **Security Camera Feeds.** The SRO may have access to live feed of security cameras in the District pursuant to authorization of the Superintendent or Principal. Recorded camera footage may constitute student record information if identifiable students are the focus of the footage. As such, recorded camera footage (except for school bus camera footage) will be treated as student record information pursuant to Paragraph A.3 and A.4 below. School bus camera footage is treated as a confidential record pursuant to the *Illinois Eavesdropping Act*, and restricted access rules apply. The SRO shall be permitted to access bus security camera audio and video recordings only with permission of the Superintendent.
 - 2) **Directory Information.** The SRO may have access to “directory information” of students as needed to perform duties.
 - 3) **Non-Directory Student Records.** The SRO may have access to other (non-directory) student record information pursuant to the following legal guidelines, as interpreted and approved by the Superintendent or Principal:
 - i) **As a School Official.** The SRO may receive PII from the District as a “school official” performing SRO duties under this Agreement when the SRO has a direct and legitimate educational interest in the student. A “legitimate educational interest” shall include promoting school safety and physical security of the students. The PII must remain under the direct control of the District, and the SRO may use information obtained as a school official only for the school official purposes for which it is obtained, and will not disclose such information to third parties, including other employees of the Police Department who are not acting as school officials, unless consent of the parent (or student age 18 or older) is obtained or an exception to the statutory consent rule applies.

- ii) **Pursuant to Reciprocal Reporting.** The SRO may receive from the District PII related to student criminal activity pursuant to an applicable reciprocal reporting agreement entered into between the District and the Village (“Reciprocal Reporting Agreement”), when necessary for the discharge of his/her official duties to effectively serve, prior to adjudication, the student whose records are released. Such a record release is subject to the terms of the Reciprocal Reporting Agreement, and the SRO will not disclose that information to third parties outside the Police Department.
- iii) **Emergencies.** In an emergency, as determined by the Superintendent or School Principal.

Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions set forth in this Agreement shall continue in full force and effect following such termination.

- B. **Law Enforcement Records.** The Parties acknowledge and agree that all records generated by the SRO in connection with the performance of services under this Agreement may constitute law enforcement records. In accordance with law, all records generated and maintained solely by the SRO and the Village shall not constitute student records. If the SRO utilizes a body camera, it shall be used in accordance with the *Law Enforcement Officer-Worn Body Camera Act* (50 ILCS 706/10-1 et seq.) and other applicable federal and Illinois law, and the protocols in Exhibit D shall apply.
- C. **Other Applicable Agreements.** The records and confidentiality provisions in this Agreement shall be interpreted in conjunction with other applicable agreements in effect between the District and the Village, including, but not limited to, the Reciprocal Reporting Agreement.

EXHIBIT C

OFFICER-WORN BODY CAMERA PROTOCOLS

1. If the SRO is equipped with a body worn camera (BWC) provided by the Village to utilize the BWC during the course of their official duties when on School District Property, this Exhibit shall apply. An SRO's wearing and use of the BWC shall comply with the *Law Enforcement Officer-Worn Body Camera Act*, 50 ILCS 706/10-20 *et seq.*, the Law Enforcement Training Standard Board's guidelines, and the Village's written policies.
2. Prior to the SRO's use of a BWC in the District schools, the Village shall provide to the District a copy of the Police Department's written policy regarding the use of body cameras adopted in accordance with the foregoing Act.
3. The responsibilities of the SRO in the schools consist mainly of the performance of non-enforcement related activities, including community caretaking, educational, and other non-law enforcement activities contemplated in this Agreement. As such, the SRO's BWC will normally remain in an inactivated (buffering) mode unless responding to calls for service or engaged in any law enforcement-related encounter or activity.
4. If a BWC is activated for any reason during a school day, the SRO shall provide verbal notice of recording as required by law and shall notify the applicable school principal or administrator of its activation as soon as practicable.
5. All recordings made by such BWC shall constitute and be construed as records created and maintained by the Village and all recordings resulting therefrom shall be retained and maintained by the Village as required by law.
6. BWC camera recordings obtained on school grounds shall not be utilized for law enforcement training purposes, except with the express consent of the Superintendent, and shall not be disseminated by the Police Department or Village for any non-law enforcement purpose other than to comply with court-issued orders, subpoenas, or all State and federal laws and this Agreement. BWC camera recordings obtained on school grounds via the SRO's body camera shall also be released to the School District at the request of the School District Superintendent or designee and pursuant to the authority of the Reciprocal Reporting Agreement entered into by and between the School District and the Village pursuant to statutory authority including, but not limited to, the *School Code*, the *Criminal Code*, and the *Juvenile Court Act*. School District administrators also may request the Village to "flag" certain body worn camera footage to ensure a longer retention of such footage under the Act.
7. The Village shall notify the Superintendent promptly if a recording taken on District property with the SRO's body camera is "flagged" in conformance with Section 10-20 of the *Law Enforcement Officer-Worn Body Camera Act*, 50 ILCS 706/10-20(a)(7)(B).

8. The Village shall notify the Superintendent prior to releasing to the public or any third party any recording from the SRO's body camera taken on District property for reasons including, but not limited to, a *Freedom of Information Act* request