

AMENDMENT NO. 1

**TO THE
RECIPROCAL REPORTING SYSTEM AGREEMENT BETWEEN
THE ORLAND PARK POLICE DEPARTMENT
AND THE BOARD OF EDUCATION OF SCHOOL DISTRICT 135,
COOK COUNTY, ILLINOIS**

**LAW ENFORCEMENT ACCESS TO SCHOOL DISTRICT
DIGITAL SECURITY CAMERAS AND BUILDINGS**

WHEREAS, the **Orland Park School District No. 135, Cook County, Illinois** (“School District”) and the **Orland Park Police Department** (“Department”) are parties to an intergovernmental Reciprocal Reporting System Agreement with a term commencing November 13, 2023 (“Agreement”); and

WHEREAS, the School District and the Department recognize their shared responsibility to work together to promote public safety; and

WHEREAS, security cameras play a role in achieving this collective goal; and

WHEREAS, the School District and the Department recognize the value of a shared understanding of the use of security cameras to provide information sharing for public safety while respecting the legal rights and responsibilities of each partner and the privacy expectations of the public; and

WHEREAS, the Department is currently developing the capability to view remotely real time and recorded footage from security camera systems owned and operated by other public and private entities who voluntarily wish to share these views to promote public safety and aid First Responders during calls for service at their facilities or during emergencies; and

WHEREAS, the Department is working with a private vendor, FUSUS, in order to have all security camera systems owned and operated by other public and private entities who voluntarily wish to share these views to promote public safety and aid First Responders during calls for service at their facilities or during other emergencies available in one accessible location via the Cloud, which will lessen the burden on the School District to grant access to real time and recorded footage; and

WHEREAS, the School District and the Department desire to amend the Agreement to provide for limited access by the Department to the School District security camera live feed and recorded footage for school safety and security purposes; and

WHEREAS, the School District and the Department desire to amend the Agreement to further outline the parameters of Department access to District buildings for school safety and security purposes; and

WHEREAS, to the extent not expressly contradicted or superseded by the provisions herein, the parties intend the Reciprocal Reporting Agreement to remain in full force and effect.

NOW, THEREFORE, for good and sufficient consideration provided each to the other, the Agreement is hereby amended by adding the following provisions:

I. DEPARTMENT ACCESS TO SCHOOL DISTRICT SECURITY CAMERA SYSTEM THROUGH FUSUS

- A. Scope of Access to School District Digital Camera System Through FUSUS.** Provided the Village establishes and maintains an account for streaming access through FUSUS, the School District will take the steps necessary through registration with FUSUS to enable the Department to view, through the FUSUS system, real time feeds created by certain School District digital security cameras and recordings of those videos stored by FUSUS. This access through FUSUS will apply only to School District cameras located within the Department's jurisdiction and will not apply to any cameras on the exterior of any District buildings outside the Department's jurisdiction, or to cameras on school buses.
- B. Installation of Security Cameras.** The decision to install, operate and/or, maintain a security camera system on the School District's premises is the exclusive decision of the School District. The costs associated with the system, the components, the ownership, control of, and all recordings are governed by the laws, rules, and regulations that govern the School District. The Department may make technical suggestions to the School District to facilitate remote access but the Department assumes no liability for final selection of components by the District.
- C. Cost Allocation.** The School District shall acquire and be financially responsible for the cost of the FUSUS hardware appliances necessary in each connected campus location. The Department shall provide and be financially responsible for the ongoing streaming access costs and any corresponding licensing costs associated with the FUSUS system.
- D. Training.** All Department personnel involved in the use of FUSUS will be instructed in the technical and ethical parameters of appropriate use of this system and in the parameters set forth in this Amendment.
- E. Records of Access.** The Department shall maintain a record of all personnel who are authorized to remotely access a School District system and shall notify the School District in the event of a compromise or hacking of remote access software or compromise of its system. The Department will provide the School District with access to all audit logs giving the School District access to login and user history.

Unless School District permission was given in advance for specific live feed access, the Department shall promptly notify the Superintendent when the Department has accessed live feed from School District cameras. The notification

shall include the following information about the access to the live feed: (1) date, (2) time, (3) school building, (4) cameras utilized, (5) the personnel who accessed; and (6) the reason for the access. The School District also may independently audit the digital camera system login history, as available in the software.

- F. **Point of Contact.** The School District will provide the Department at least one point of contact, with a basic understanding of the School District's inventory and locations of surveillance cameras as may be required for video sharing. Typical configuration should take less than an hour and may require installation of additional hardware at School District location(s). The School District agrees that it will provide information needed by the Department for the system to operate; including but not limited to, camera make, model, IP address, and Camera and/or associated DVR/NVR login information.
- G. **Department's FUSUS Agreement.** The Department shall ensure that its agreement with FUSUS shall contain provisions that reflect the provisions set forth in this Amendment. Specifically, the Department's agreement with FUSUS must prohibit FUSUS from viewing, downloading, recording or disseminating any footage or recording from the School District's system without the express permission of the School District.

II. DEPARTMENT ACCESS TO SCHOOL DISTRICT SECURITY CAMERA SYSTEM THROUGH DIRECT LOGIN

- A. **Scope of Access to School District Digital Camera System Through Direct Login.** Subject to any applicable licensing restrictions, the School District shall provide to the Department the necessary login information in order to enable the Department to view real time video created by School District digital security cameras. This access through login will apply to School District cameras inside and on the exterior of the District's school building(s) located within the Department's jurisdiction and does not apply to any cameras in other buildings or on school buses.
- B. **Limited Viewing**
 - 1. **Authorized Viewers and Designated Devices.** Individuals authorized on behalf of the Department to view images created by the School District digital cameras shall be limited to (collectively, "*Authorized Viewers*"):
 - a. The Police Chief;
 - b. Police Department employees authorized by the Chief or, in the absence of the Chief, the Chief's designee; and
 - c. The Department's IT employees and IT contractors authorized by the Chief, or in the absence of the Chief, the Chief's designee.

The Authorized Viewers may log in to the School District's camera software only from designated Department computers or other electronic

devices meeting the School District's technical specifications and approved by the School District. The IP address of each Department device approved by the School District shall be registered in advance with the School District's Chief Information Officer. The Department shall test the login from all designated devices on a quarterly basis.

2. **Access to Live Feed.** The Department shall not permit any individual, including Authorized Viewers, to view on a routine basis the real time video (live feed) from the School District digital cameras. Authorized Viewers shall be permitted to view real time images created by the School District digital cameras *only* when:
 - a. An emergency call (e.g. 911 or otherwise) is made from or regarding the School;
 - b. Necessary or prudent, as determined by the Department, for the Department to deter or protect against an imminent and substantial threat that is likely to result in significant bodily harm or damage to School District property;
 - c. Requested by the Superintendent of the School District or Principal of the School;
 - d. Necessary or prudent for purposes of training for response to emergencies in the School District buildings, with advance notice of the date, time, and purpose to the School Principal or designee and written consent from the School Principal or designee; or
 - e. Consented to by the School District for investigative purposes.

Unless School District permission was given in advance for specific live feed access, the Department shall promptly notify the Superintendent when the Department has accessed live feed from School District cameras. The notification shall include the following information about the access to the live feed: (1) date, (2) time, (3) school building, (4) cameras utilized, (5) the personnel who accessed; and (6) the reason for the access. The School District also may independently audit the digital camera system login history, as available in the software.

3. **Access to Recorded Video and Images.** The Department shall not permit any individual, including Authorized Viewers, to view on a routine basis any recorded footage or images created by the School District's digital cameras. Authorized Viewers shall be permitted to view recorded footage or images created by the School District's digital cameras *only* in the circumstances listed above in Section II, par. B.2 as applicable to access to live feeds. However, as distinguished from access to live feeds, recorded video may, in some circumstances, constitute student records. Thus, except in the event of an emergency call or action to deter or protect against an

imminent and substantial threat (see Section II, par. B.2.a,b above), the Department shall obtain advance permission from the Superintendent in order to access recorded video footage or images.

Unless School District permission was given in advance for specific recorded video or image access, the Department shall promptly notify the Superintendent when the Department has accessed recorded video or images from School District's cameras. The notification shall include the following information about the access to the live feed: (1) date, (2) time, (3) school building, (4) cameras utilized, (5) the personnel who accessed; and (6) the reason for the access. The School District also may independently audit the digital camera system login history, as available in the software.

C. Limited Download and Retention.

1. The Department will not download, record, scrape, screenshot, or otherwise preserve any live feed.
2. If the Department has authority under this Amendment to view recorded footage or images for viewing and has obtained any required advance approval for such viewing access under the above Section II, par. B.3, the Department may further request permission from the School District [*Chief Information Officer*] to download such recorded footage or images. The Department will not download, record, scrape, screenshot or otherwise preserve any recorded footage or images without such advanced permission or production of a court order. If the permission to download or otherwise preserve recorded footage or images is granted by the School District pursuant to the Reciprocal Reporting provisions of the Agreement, the Department's use of such records shall comply with the restrictions of those provisions.
3. Except as may be required by law, recorded footage downloaded or otherwise preserved by the Department shall not be released, displayed, or disseminated by the Department to any third parties, or to any employees or agents of the Department who do not have a law enforcement purpose for such access. The Department shall not retain any recordings or preserve recorded footage or images beyond the retention period for documents that are part of an actual or reasonably contemplated police investigation into actual or suspected criminal activity.

- D. *Freedom of Information Act.*** If the Department receives a *Freedom of Information Act* request for any images or video in its possession obtained from the School District or created or derived from School District digital security camera images or recordings, the Department shall immediately notify the School District and work in good faith with the School District before responding to the *Freedom of Information Act* request to ensure legal and personal privacy of individuals is

preserved to the extent allowed by law.

E. School Student Records

1. The images created on the School District's digital cameras are created for security purposes and are therefore not routinely classified as school student records as defined by Section 2 of the *Illinois School Student Records Act*, 105 ILCS 10/2, and Section 375.10 of Title 23 of the Illinois Administrative Regulations, 23 ILADC 375.10, and as interpreted by the U.S. Department of Education under the *Family Educational Rights and Privacy Act*, 20 U.S.C. 1232g. Such images may, however, become school student records, such as if subsequently used by the School District in a student disciplinary matter or for other official purposes.
2. The School District shall notify the Police Chief of any recordings that become school student records or otherwise mark such recordings as student records prior to authorizing Department access. The Department shall, if requested by the School District and permitted by law, erase any images the Department has retained that have become school student records, unless such images are part of an active or reasonably contemplated police investigation into actual or suspected criminal activity.
3. Any images the Department maintains that have become school student records must be kept strictly confidential and only disclosed:
 - a. With prior written approval of the Superintendent of the School District or the Superintendent's designee;
 - b. In the case of an emergency as defined in Section 375.60 of Title 23 of the Illinois Administrative Regulations, 23 ILADC 375.60; or
 - c. In good faith consultation with the Superintendent of the School District or the Superintendent's designee and in accordance with the *Illinois School Student Records Act*. 105 ILCS 10/6.

III. ACCESS TO SCHOOL DISTRICT BUILDINGS

- A. Department Possession of Building Keys.** The School District will provide to the Department sufficient copies of a master key (physical or electronic) to the School District buildings to enable the Department to have one key carried in each squad car. The Department will not make further copies of the keys. The Department will routinely account for all copies of the keys and immediately notify the School District if any key is lost, unaccounted for, or damaged. The Department will return the keys to the School District upon request.

B. Department Access to School Buildings. The Department may use the master keys provided by the School District to respond to emergencies at any School building or to enter the building for scheduled training exercises approved in writing in advance by the School Principal or designee. The Department will not use the keys for entry into the any School building as part of routine patrol or other purposes not outlined herein.

IV. **TERMINATION**

Either party may terminate this Amendment or any Section thereof at any time upon ten (10) days' written notice.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the day and year this Amendment is fully executed by both Parties.

**BOARD OF EDUCATION OF
ORLAND PARK SCHOOL
DISTRICT NO. 135
COOK COUNTY, ILLINOIS**

**ORLAND PARK POLICE DEPARTMENT
COOK COUNTY, ILLINOIS**

By: 
Title Board President

By: _____
Title

Date: November 13, 2023

Date: _____

Attest: 
Title Board Secretary

Attest: _____
Title

Date: November 13, 2023

Date: _____

FOIA NOTICE: The School District and Department agree that this Amendment No. 1 constitutes security measures and response policy/procedures designed to prevent or respond to potential threats or attacks constituting a clear and present danger to the school community. As such, these protocols may be withheld from disclosure in response to a FOIA request pursuant to 5 ILCS 140/7(1)(v) and other applicable provisions, and each Party agree to withhold these protocols from FOIA responses unless directed otherwise by the Attorney General or a court or with consent of the other Party.