

AMENDMENT NO. 1
TO THE

**RECIPROCAL REPORTING SYSTEM AGREEMENT BETWEEN
THE ORLAND PARK POLICE DEPARTMENT
AND THE BOARD OF EDUCATION OF SCHOOL DISTRICT 230,
COOK COUNTY, ILLINOIS**

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

WHEREAS, the Board of Education of Consolidated High School District No. 230, Cook County, Illinois (“School District”) and the Orland Park Police Department (“Department”) are parties to an intergovernmental Reciprocal Reporting System Agreement dated June 19, 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 the real time and recorded footage; and

WHEREAS, the School District and the Department desire to amend the Agreement to provide for certain access by the Department to the School District security camera live feed 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.

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 that may be created and stored by FUSUS. FUSUS shall not be acting as a contractor or agent of School District in its receipt of the live feeds or creation of records therefrom. This access through FUSUS will apply to School District cameras on the interior and exterior of School District buildings and in School District parking lots. FUSUS access will not apply 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 or School District feeds and record created therefrom 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.

- 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, or disseminating any footage or recording from the School District's system outside the FUSUS system for other than law enforcement purposes without the express permission of the School District.
- H. **FOIA Requests.** If the Department or the Village of Orland Park receives a *Freedom of Information Act* request for information in the FUSUS system or derived from the FUSUS system that is related to or derived from School District camera feeds, the Department or Village shall immediately notify the School District and work in good faith with the School District before responding to the FOIA request to ensure legal and personal privacy of individuals is preserved to the extent allowed by law.

II. **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 or any access code is compromised. 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 the School Principal's 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 or under other written agreement between the Parties.

III. **TERMINATION**

The School District may terminate this Amendment or any Section thereof at any time

upon ten (10) days' 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
CONSOLIDATED HIGH SCHOOL
DISTRICT NO. 230
COOK COUNTY, ILLINOIS**

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

By: _____
Title

By: _____
Title

Date: _____

Date: _____

Attest: _____
Title

Attest: _____
Title

Date: _____

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.

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