

**RECIPROCAL REPORTING INTERGOVERNMENTAL AGREEMENT &
MEMORANDUM OF UNDERSTANDING FOR POLICE AND SCHOOL
DISTRICT INTERACTIONS BETWEEN THE CITY OF WHEATON AND THE
BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT #200**

THIS AGREEMENT is made and entered into by and between the **CITY OF WHEATON**, DuPage County, Illinois ("CITY"), an Illinois Municipal Corporation, and **THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT #200**, DuPage County, Illinois ("DISTRICT"), an Illinois Public School District (collectively, the "Parties").

WITNESSETH

WHEREAS, this Agreement has been prepared to comply with Sections 10-20.14 and 22-20 of the Illinois School Code (105 ILCS 5/10-20.14, 5/22-20), Section 1-7 of the *Juvenile Court Act of 1987* (705 ILCS 405/1-7) and (705 ILCS 405/5-915), Section 6(a)(6.5) of the *Illinois School Student Records Act* (105 ILCS 10/6(a)(6,5)) and the *Family Educational and Privacy Rights Act* (20 U.S.C. 1232(g)); and

WHEREAS, DISTRICT and CITY desire to approve and enter into a reciprocal reporting agreement pursuant to State and federal laws that imposed certain reporting requirements on local law enforcement agencies and public schools to enhance the cooperation, reporting and communications to improve the flow of information between educators and law enforcement personnel relating to violent or criminal activity by-minor students in an effort to rehabilitate the offender, but also to protect the other students and school employees; and

WHEREAS, this Agreement is entered into and maintained in order to foster cooperation and improve the flow of information between DISTRICT and CITY's local law enforcement agency (being the Wheaton Police Department); and

WHEREAS, the cooperation and flow of information is essential to providing the safe, healthy, and violence-free school environment to which all students are entitled, and which all students need to thrive and learn; and

WHEREAS, this Agreement is established after discussion among the undersigned, and with the input of DISTRICT's parent-teacher advisory committees, resulting in a consensus; and

WHEREAS, DISTRICT and CITY need to have access to activities of minor students in and out of school, so that they may work together in an efficient manner to prevent, eliminate and discourage acts of crime, violence and intimidation, to promote the maintenance of discipline and safety in the schools, to promote safety in the community, and to facilitate the rehabilitation of students; and

WHEREAS, the continued use of a School Resource Officer ("SRO"), formerly referred to as School Liaison Officer ("SLO"), program will permit Wheaton Police Department to work directly within the environment of the DISTRICT high schools and three middle schools in conjunction with school officials towards a prevention-orientation and facilitate increased attention on youth problems, concerns, and unlawful activities on a proactive, rather than reactive basis. The express goal is to promote a positive learning and educational environment for high school and

middle school students and a solid, healthy community environment; and

WHEREAS, DISTRICT and CITY are authorized to enter into this Agreement pursuant to Article VII, Section 10(a) of the Illinois Constitution of 1970 and the *Intergovernmental Cooperation Act* (5 ILCS 220/1 et seq.), and they have each determined that the approval of and entering into this Agreement is in the best interests of the public and the minor students who attend and the employees who work at DISTRICT.

NOW THEREFORE, in consideration of the recitals incorporated herein, and made part of this Agreement, it is hereby mutually agreed by and between DISTRICT and CITY as follows:

SECTION 1: Purpose and Governing Principals

1. Purpose:

- a. The SRO program provides District administrators with law enforcement resources and expertise to assist with maintaining safety, security, order, and discipline in the school environment and to bridge the gap to related community services. The SRO program is intended to ensure that no student's right to receive an education is jeopardized by violence or disruption. As such, this IGA clarifies the responsibilities of the CITY and DISTRICT, the roles of the SRO and District administrators, and the scope of their authority in the administration of the SRO program.
- b. The Reciprocal Reporting IGA outlines the reporting requirements of local law enforcement agencies and public schools to enhance the cooperation, reporting and communications to improve the flow of information between educators and law enforcement personnel relating to violent or criminal activity by-minor students in an effort to rehabilitate the offender, but also to protect the other students and school employees.

2. Non-Discrimination: The Parties agree that in compliance with the law, the Parties shall administer the SRO program and reciprocal reporting responsibilities established under this IGA without discrimination against any person on the basis of color, race, nationality, sexual orientation, ancestry, age, physical or mental disability, gender identity, status of being homeless, order of protection status, actual or potential marital or parental status, including pregnancy. In particular, under no circumstances will any representative of the Parties engage in any conduct in violation of state or federal anti-discrimination law in their interactions with students including, but not limited to, any type of retaliation for reporting, alleging or filing a complaint concerning any alleged discrimination.

3. Cooperative Efforts:

- a. The presence of the SRO at schools is not intended to usurp the rights and responsibilities of the Building Principals or designees to enforce the rules of student conduct and to administer discipline in the schools.
- b. The existence of DISTRICT discipline policies and procedures is not intended, nor shall it usurp the mandates and responsibilities of the SRO as directed by the CITY and City Police Department ("City PD").
- c. The Parties acknowledge that not every criminal act will be handled through the criminal justice system. There will be times when the administration of typical school discipline, such as detention, withdrawal of privileges, and/or suspension and the availability of intervention services will be sufficient to address behaviors that may constitute crimes.
- d. In deciding when to resort to the criminal justice system in lieu of or in addition to school discipline, the Building Principal or designee and the SRO shall confer and each strive to

accommodate the opinions of the other regarding how best to handle a particular situation, when practical. Final discretion regarding whether to charge an individual with an ordinance, criminal or traffic violation lies with the SRO, the CITY and/or DuPage County State's Attorney's Office.

SECTION 2: Joint Obligations and Responsibilities of the CITY/City Police Department and District

1. DISTRICT and City PD Designee may, as they deem necessary and upon written notification, designate different persons to the respective positions of "Appropriate School Official" and "Appropriate Law Enforcement Representative;"
2. The Police Department Lieutenant, or their designee, shall provide DISTRICT with the names and titles of a primary contact (generally the assigned School Resource Officer) and two back-up contacts, who will have the primary responsibility for implementing these guidelines on behalf of the City PD. Any person so designated by the Police Lieutenant shall be considered an "Appropriate Law Enforcement Representative."
3. DISTRICT shall provide the Lieutenant (or designee) of the City PD with a list of administrators to be contacted as needed. The list will contain regular and emergency telephone numbers for the administrators and will identify the particular types of problems for which particular administrators are to be contacted. The administrators identified in the list shall be considered the "Appropriate School Official," for purposes of Section 1-7(A)(8) of the Juvenile Court Act. 705 ILCS 405/1-7(A)(8).
 - a. At certain times, as may be necessitated by an urgent criminal matter, involving an imminent threat to the safety of self or others, the SRO, Lieutenant (or designee) may need to access student directory information, including during evening and weekend hours. When in the course of an investigation, involving an imminent threat of safety, which is happening during times when the School is otherwise closed and an Appropriate School Official, cannot be reached, an additional SRO or Designated Police Official, may access Student Directory information. The manner of access is to be prescribed and set forth by District policy and procedure, the *Illinois School Student Records Act* ("ISSRA", 105 ILCS 10/1 et seq.), and the *Family Educational Rights and Privacy Act* ("FERPA", 20 U.S.C. 1232g). Disclosure of Directory Information is further limited by the following:
 - i. Student has not otherwise opted out of disclosure of Directory Information pursuant to their rights under FERPA.
 - ii. SRO, Lieutenant, or Designee must immediately notify DISTRICT of the nature of the information gathered, time and method of collection, and purpose of collection.
 - iii. Both CITY and DISTRICT agree to determine the method of providing notice of this disclosure and further agree to continuously review these emergency directory disclosure procedures.
4. Any Appropriate School Official and Appropriate Law Enforcement Official (collectively, the "Appropriate Officials") may communicate verbally with each other as deemed necessary. Said officials will arrange meetings, as needed, between school officials and individuals representing law enforcement to share information regarding criminal offenses committed by students consistent with this Agreement and to otherwise facilitate and review enforcement of this Agreement. Information and records shared at such meetings may be verbally communicated among said officials, except that

Law Enforcement Records, as defined in Section 3.4.b.iii., below, must be provided in writing. Information in written form may be transmitted among the Appropriate Officials by any agreed-upon method, including, but not limited to, United States mail, personal delivery, or facsimile transmission, provided security safeguards are in place to ensure confidentiality. The SRO position is a rotating position for a 4-year assignment period.

5. The selection of the SRO will be made by the City PD with input from designated School District 200 staff personnel based on qualification, training, and overall suitability of the candidate.
6. School administrators and police department staff will collaborate on officer assignments for school holidays and other days and periods when school is not in session.
7. Performance will be assessed and reviewed on an annual basis for retention or reassignment of the Officer with a collaborative performance appraisal process involving City PD and School District 200 high school and/or middle school staff members.
8. The performance evaluation process will include police and school staff perceptions of service-orientation, effectiveness, community support, SRO input, and student acceptance. Interim performance assessments may be conducted as needed or required and unsatisfactory job performance will be the subject of immediate review and communication among members of the Police and School staff personnel.
9. DISTRICT and the City PD acknowledge and agree to adhere to their statutory reporting responsibilities.
10. The responsibilities of the Appropriate School Officials and Appropriate Law Enforcement Officials under this Agreement shall include providing information pertaining to activities occurring in school, on school grounds, off school grounds at school-related activities, or by or against school personnel.
11. Nothing in this Agreement is intended to limit or restrict the duty and authority of school personnel to request police services for disturbances or other emergencies occurring in or around any of its school buildings, nor is it intended to limit or restrict the duty or ability of any person attending or employed by DISTRICT to provide information or otherwise cooperate in law enforcement investigations including, but not limited to, providing witness statements and testimony.
12. Where an activity reportable under this Agreement poses an imminent threat to the safety of students or community members, the information will be shared as soon as possible.
13. The Illinois Criminal Code and the *Juvenile Court Act* shall be incorporated herein as a reference for defining any terms in this Agreement.

SECTION 3: Obligations and Responsibilities of the CITY/CITY PD

1. Provide School Resource Officer as a Full-Time CITY Police Officer
 - a. Required Qualifications. The CITY and DISTRICT have agreed that the CITY will employ and provide District with a qualified police officer. The principal assignment of this individual will be to serve in the position of SRO.
 - b. The following qualifications and expectations apply to this assignment.
 - i. State of Illinois certification as a police officer or school resource officer.
 - ii. Ability and interest to function as a positive role model for students, to cooperate with District administrators, faculty, and staff, and to promote a positive image of the City PD.

- iii. SRO must exhibit support and dedication to education, enhancing a positive relationship between youth, school, community, and law enforcement. The philosophy of the SRO must coincide with the *Juvenile Court Act* for purpose of "acting in the best interest of the minor child," while balancing the other expectations and obligations of such a multi-dimensional assignment.
 - iv. The SRO will be a non-probationary Police Officer with a minimum three years police officer experience.
 - v. A Bachelor's degree in law enforcement administration or a related field is preferred.
 - vi. Training Pre-requisites are as follows: Juvenile Specialist Skills Program (Juvenile Officer Certification), Investigative Skills Program, Reid School of Interview and Interrogation, Gang Enforcement Specialist Program, Evidence Technician Training, Illinois School Code.
 - c. Background Checks. The CITY shall conduct criminal background checks of the SRO prior to being employed and beginning service as a SRO. The CITY and District agree that this individual cannot serve as the SRO if his criminal background check reveals convictions that would prohibit him from working with children under Illinois law and specifically Section 10-21.9 of the Illinois School Code (105 ILCS 5/10-21.9).
- 2. Assignment and Supervision of School Resource Officer(s): It is agreed that the CITY will assign the SRO as follows:
 - a. The CITY shall be responsible for selecting and assigning officer(s) to the SRO position(s) who meets the qualifications set for this in this IGA; however, District may, at its sole discretion, refuse or reject the assigned SRO or demand the assignment of a new SRO at any time, by providing written notice to the CITY.
 - b. The CITY and City PD shall maintain all employer and management rights of the SRO. The Police Department Lieutenant, or their designee, shall supervise the SRO and coordinate the functions of the SRO program with District Superintendent or designee.
 - c. The CITY shall supply the School Resource Officer with law enforcement supplies, and equipment for use by the Officer, as deemed appropriate by the CITY, and shall maintain payroll, attendance, and performance evaluation records. The School Resource Officer shall be compensated based upon the CITY salary schedule for a first-year patrol officer.
 - d. The SRO, Police Department Lieutenant (or designee), and District Superintendent (designee) shall meet on an as needed basis to discuss, coordinate and review the activities and services of the SRO.
- 3. The City PD must report to the building principal of the school whenever a student enrolled there is detained for proceedings under the *Juvenile Court Act of 1987*, as heretofore and hereafter amended, or for any criminal offense or violation of a municipal or county ordinance. The report must contain the basis for detaining the student, circumstances surrounding the events which led to the student's detention, and status of proceedings. The report shall be updated as appropriate to notify the building principal of developments and the disposition of the matter. 105 ILCS 5/22-20.
- 4. It is understood that the City PD and all Appropriate Law Enforcement representatives will comply with applicable State and federal law in implementing these procedures and that they may:
 - a. Provide copies of Law Enforcement Records, as defined below, or records of municipal ordinance violations maintained by any State, local or municipal agency to the

Appropriate School Official for persons under 18 years of age, who are enrolled in a school within the DISTRICT, pursuant to Section 1-7(A) when their use is needed for good cause and with an order from the juvenile court, or Section 1-7(A)(8) of the *Juvenile Court Act of 1987* (705 ILCS 405/1-7(A)(8)), only if the student has been investigated, arrested or taken into custody for one of the following offenses, provided that the City PD or officer believes that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds;

- i. Any violation of Article 24 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/24-1 et seq.);
- ii. A violation of the *Illinois Controlled Substance Act* (720 ILCS 570/100 et seq.)
- iii. A violation of the *Cannabis Control Act* (720 ILCS 550/1 et seq.);
- iv. A forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/2-8);
- v. A violation of the *Methamphetamine Control and Community Protection Act* (720 ILCS 646/1 et seq.);
- vi. A violation of the Sections 26.5-1, 26.5-2 and 26.5-3 of the *Harassing and Obscene Communications Act* (720 ILCS 5/26.5-0.1 et. seq.);
- vii. A violation of the *Hazing Act* (720 ILCS 5/12C-50); or
- viii. A violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12-3.4, 12-3.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/).

The information derived from the law enforcement records shall be kept separate from and shall not become a part of the official school record of that minor student and shall not be a public record. The information shall be used solely by the Appropriate School Official or Officials to aid in the proper rehabilitation of the minor student and to protect the safety of students and employees in the school.

Any information provided to Appropriate School Officials whom the school has determined to have a legitimate educational or safety interest, by the City PD, about a minor who is the subject of a current police investigation, which is directly related to school safety, shall consist of oral information only, and not written law enforcement records. It further shall be used solely by the Appropriate School Official or officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from the City PD shall be kept separate from and shall not become a part of the official school record of the student and shall not be a public record.

- b. Provide copies to, or authorize inspection by the Appropriate School Official, pursuant to Section 2.15 of the *Freedom of Information Act* (5 ILCS 140/2.15), of the following records for persons of 18 years of age or older, who are enrolled in a school within DISTRICT:
 - i. Chronologically maintained arrest information, such as traditional arrest logs or blotters; and
 - ii. The name of the person in custody of the Police Department and the charges for which the person is being held.
 - iii. "Law Enforcement Records" includes, but is not limited to, records of arrest, station adjustments, fingerprints, probation adjustments, the issuance of a notice to appear, or any other records or documents maintained by any law enforcement

agency related to a minor suspected of committing an offense or evidence of interaction with law enforcement. (705 ILCS 405/5-915 (0.05)).

SECTION 4: Obligations and Responsibilities of the School Resource Officer

1. General Obligations: The SRO shall perform the basic duties and responsibilities of a SRO with due diligence and to the best of their ability, including the following education responsibilities, officer responsibilities and security responsibilities. They may also be asked to perform police duties, on special projects for the CITY, as assigned by the Lieutenant of Police, during such hours or periods when not otherwise assigned to school activities hereunder.

The SRO is an employee of the CITY on assignment to a Community Unit School District 200 high school and/or middle schools for a 4-year period, normally coinciding with the school year. Officer will retain all CITY-related salary and benefits associated with their employment.

2. Work Hours and Visibility on Campus: The SRO shall work for District on a full-time basis, based on a schedule developed by District Superintendent. It is anticipated that the SRO's schedule will include days those students are in attendance (i.e., approximately 180 days), during normal school hours, including student arrival and dismissal times. On occasion, the SRO may be required to work evenings, for school-related events or sporting events and the SRO's schedule and work hours will be adjusted accordingly. The SRO shall also assist with traffic control during arrival and dismissal times and checking unauthorized persons in and around District premises. Normal work hours will be 7:00 a.m. until 3:00 p.m. Monday through Friday, which will include a one-half hour lunch break and reporting to the Police Department before the start of the school day. Overtime assignments must receive prior approval from Police Department supervisory personnel.
3. The SRO is subject to the CITY's and City PD personnel rules and other policies and procedures and is not an employee of the District. However, the SRO is also subject to the District's policies and procedures.
4. The SRO will work in cooperative effort with school principals, deans and counselors and accept reasonable direction from the school principal or his designate. Conflicts in direction given by City PD and school staff personnel will be reported to both parties by the SRO and resolved through consultation between Police Department and Community Unit School District 200 personnel.
5. The SRO's role will provide innumerable opportunities for integration into academic areas for certain programs and course content, and may, as requested by school staff and faculty, provide necessary materials for that purpose.
6. The Officer will consult at least weekly with the School Principal or their designee and Police Department staff members, regarding cases, dispositions, problem situations, and potential problems.
7. SRO will dress in full duty uniform; however, plain clothes may be worn on special occasions with approval of Police Department supervisory staff.
8. SRO will be present at some school functions such as dances, ball games and special events on a basis to be mutually determined between school administration and police department staff. SRO must be willing to exercise duty scheduling flexibility to accommodate this latter requirement.
9. The SRO shall provide the services set forth in this Agreement in or about District premises, located within the CITY, or other school locations as agreed upon by the Parties. Additionally, the CITY,

through its Lieutenant of Police, may request the SRO's service for certain, limited special projects. Any such service on CITY projects would be at CITY cost and expense.

10. Law Enforcement Action and Safety Intervention: The SRO may initiate appropriate law enforcement action to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members of the school community while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies. Use of force may be implemented pursuant to City PD policies, procedures, and protocols, as well as applicable laws. When practical or as soon as possible thereafter, the SRO shall advise the District Superintendent or Building Principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety and security of the school community.
11. Investigations, Interviews and Arrests: Criminal investigations, interviews, and arrests by the SRO will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interviews, searches, and arrests. If the SRO interviews, searches, or arrests a student at school, all reasonable efforts will be made to protect the student's privacy.
 - a. The SRO shall comply with the District's Board Policy 7:150, *Agency and Police Interviews*, regarding law enforcement interviews as follows:
 - i. The SRO shall promptly notify the Building Principal whenever he/she seeks to question a student in an investigative manner or to take any direct law enforcement action against a student.
 - ii. If applicable, the Building Principal will check the warrants for arrest, search warrants, or subpoenas to be served.
 - iii. Before detaining and questioning a student under the age of 18 years old on school grounds who is suspected of committing a criminal act, the SRO shall:
 - 1) Ensure that notification or attempted notification of the student's parent or guardian is made;
 - 2) Document the time and manner in which the notification or attempted notification occurred;
 - 3) Make reasonable efforts to ensure that the student's parent or guardian is present during the questioning or, if not present, ensure that school personnel such as a school social worker, school psychologist, school nurse, school guidance counselor or any other mental health professional are present during the questioning; and
 - 4) If practicable, make reasonable efforts to ensure that a law enforcement officer trained in promoting safe interactions and communications with youth is present during the questioning.
 - b. No minor student shall be removed from the school by the SRO without the consent of parent(s)/guardian(s), except upon service of a valid warrant of arrest or in cases of warrantless temporary protective custody.
 - c. At no time shall the SRO request that any DISTRICT employee act as an agent of the SRO

or law enforcement in any interview.

12. School Discipline: District administration shall be solely responsible for implementing student discipline rules, policies, and procedures. District administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The SRO shall refer any reports or concerns related to student discipline to the Building Principal or designee and shall not independently investigate or administer consequences for violations of student disciplinary rules, policies, or procedures. The SRO should generally not have any involvement in routine disciplinary matters, such as tardies, loitering, non-compliance, the use of inappropriate language, dress code violations, minor classroom disruptions, disrespectful behavior, and other minor infractions of school rules. School officials shall only request SRO assistance when necessary to protect the physical safety of students, faculty, staff, and others in the school environment or when a student engages in criminal activity. This does not prohibit the SRO from independently investigating student conduct which involves violations of law, even if the same student conduct which violates the law also results in disciplinary action by District administration.
13. Searches: The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless their assistance is requested by school authorities to maintain a safe and secure school environment.
 - a. Pursuant to Illinois law, a search of a student on school grounds by an SRO at the request of school authorities is deemed a search by a school employee for Fourth Amendment purposes and thus is subject to the reasonableness standard, not the probable cause standard. When requested to assist with a search by school authorities, the SRO shall comply with DISTRICT's Board Policy 7:140, *Search and Seizure*, and related administrative procedures as follows:
 - b. At the request of school authorities, the SRO may search a student and/or the student's personal effects in the student's possession (such as purses, wallets, knapsacks, book bags, lunch boxes, etc.) when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law or District student conduct rules. The search itself must be conducted in a manner that is reasonably related to its objective and not excessively intrusive in light of the student's age, sex, and the nature of the infraction.
 - c. When feasible, the search should be conducted: 1) outside the view of others, including students; 2) in the presence of a school administrator or adult witness; and 3) by a certified employee or SRO of the requested sex or gender, where possible.
 - d. Immediately following the search, the SRO shall make a written report and provide it to District Superintendent.
14. Interviews: The SRO will not be involved in interviews of students initiated and conducted by school authorities in disciplinary matters unless requested by school authorities to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his/her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not lead the investigation or actively interview students.
 - a. Interviews will be conducted in a private setting. If the parent(s)/guardian(s) are absent, the Building Principal and one other adult witness selected by the Building

Principal will be present during the interview.

- b. Interview proceedings will be documented in writing for inclusion in the student's temporary records.
15. Confidentiality; Access to Student Records: The SRO shall comply with all applicable laws, regulations and District policies relating to the confidentiality of student records, including but not limited to: the *Illinois School Student Records Act* ("ISSRA", 105 ILCS 10/1 et seq.), the *Family Educational Rights and Privacy Act* ("FERPA", 20 U.S.C. 1232g), the *Individuals with Disabilities Education Act* (20 U.S.C. 1400 et seq.), the *Illinois Mental Health and Developmental Disabilities Confidentiality Act* (740 ILCS 110/1 et seq.), and DISTRICT Board Policy 7:340, *Student Records*. The SRO may have access to confidential student records or to any personally identifiable information of any District student to the extent allowed under FERPA, ISSRA, and applicable DISTRICT policies and procedures. The SRO shall not automatically have access to confidential student records or personally identifiable information in those records simply because he/she is conducting a criminal investigation involving a student.
16. Body Worn Cameras: As required by Illinois Law, each SRO will be equipped with a Body Worn Camera ("BWC") on DISTRICT property to ensure the health, welfare, and safety of all students, staff, and community members on DISTRICT property. The SRO shall utilize the BWC as provided by law in accordance with City PD policies for the usage of BWCs. 50 ILCS 706/10-20
- a. The Parties agree that for purposes of the Law Enforcement Officer-Worn Body Camera Act, an SRO is performing a "Community Caretaking Function" when in engaged in their role as an SRO. As such, an SRO's BWC shall not record during the school day unless and until the SRO has reason to believe that a crime has been, or is in the process of being committed, and resultingly is engaging in "Law Enforcement-related Encounters or Activities."
 - b. If a BWC is turned on for any reason during the school day, the SRO shall promptly notify the Building principal or their designee.
 - c. If a student is recorded by an SRO during the school day by a BWC, the SRO shall be considered a law enforcement unit of the school such that the records created by the SRO for law enforcement shall not be considered educational records. Any such film or video taken by and kept in the possession of the CITY's officers may be considered law enforcement records under FERPA. Requests for law enforcement records are in the exclusive purview of the CITY.
 - d. Prior to the SRO's use of a body camera in the District, the CITY 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, including, but not limited to, the Department's policy for when the cameras will be turned on while the officer is on duty in the schools and the expectations of privacy of the District's students, invitees, and employees, and the District and CITY shall determine appropriate procedures for flagging recordings related to incidents in the schools for retention by the CITY and for access by the District as otherwise allowed by law. Any copy of such film or video recorded by the SRO on the BWC, if permitted by law to be provided to the School or District, may become an educational record.
 - e. Prior to use of body cameras in the District, the CITY will provide written information and training to appropriate school employees concerning the objectives and procedures for the use of body cameras in the District. If the SRO is equipped with a body camera, he/she shall be trained in the operation of the equipment prior to its use.

SECTION 5: Obligations and Responsibilities of District

1. District shall be responsible for compensating the School Resource Officer, including overtime approved by the School District, at 150% of regular pay or time and a half, as provided in the CITY's personnel policies. The School Resource Officer intends this assignment to be a special, part-time assignment.
2. District administration shall be solely responsible for implementing student discipline rules, policies, and procedures. District administration, not the SRO, has primary responsibility for maintaining order in the school environment and for assisting with investigating and responding to school disciplinary matters.
3. The Superintendent (or designee) is required to immediately report to the City PD, upon receipt of a written complaint from any school personnel, all incidents of battery committed against teachers, teacher personnel, administrative personnel, or educational support personnel. 105 ILCS 5/10-21.7. Notification to the Department State Police's Illinois Uniform Crime Reporting Program is required within three days after the occurrence of the attack.
4. The building principal (or designee) is required to immediately report to the City PD:
 - a. Upon receiving a report from any school official or from any other person that any person, other than a law enforcement official engaged in the conduct of his or her official duties, was observed in possession of a firearm on school grounds. 105 ILCS 5/10-27. 1A (a and b).
 - b. Upon receipt of any written, electronic, or verbal report from any school personnel regarding a verified incident involving a firearm in a school or on school owned or leased property, including any conveyance owned, leased, or used by the school for the transport of students or school personnel. 105 ILCS 5/10-27. 1A(c). Notification to the Department of State Police shall occur in a form, manner and frequency as prescribed by the Department of State Police. Such incidents include possession of a firearm. Firearm is defined in 430 ILCS 65/1.1.
 - c. Upon receipt of any written, electronic, or verbal report from any school personnel regarding a verified incident involving drugs (cannabis and narcotic drugs) in a school or on school owned or leased property, including any conveyance owned, leased, or used by the school for the transport of students or school personnel. 105 ILCS 5/10-27.1B.
5. Notification to the Department of State Police shall occur in a form, manner, and frequency a prescribed by the Department of State Police.
6. The building principal (or designee) is required to report to the City PD within 48 hours of becoming aware of any incidents involving violation of Section 5.2 of the Cannabis Control Act and/or Section 401 and Section 407(b) of the Illinois Controlled Substances Act occurring in a school, on the real property comprising any school, on a public way within 1,000 feet of a school, or in any conveyance owned, leased or contracted by a school to transport students to or from school or a school-related activity. 105 ILCS 127/2.
7. The records provided to the DISTRICT by the City PD per Section B(1), below, must be kept separate from and not become a part of the official school record of a student. Such records are not a public record, and can be used solely by the building principal, counselors, and teachers at the school to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the school. 105 ILCS 5/22- 20.

8. DISTRICT, acting through the Appropriate School Official, may report any alleged or suspected criminal acts of students to the Appropriate Law Enforcement Official. 1996 Ill. Atty. Gen. Op. 96-040. Such criminal activity is intended to include:
 - a. Sale or possession of illegal, controlled substances or other intoxicants;
 - b. Student activity involving weapons, items used as weapons or any impact or destructive device;
 - c. All cases involving gang activity;
 - d. Acts of vandalism;
 - e. Student activity involving a serious crime or felony, including:
 - i. Forcible felonies as defined in Section 2-8 of the Criminal Code (720 ILCS 5/2-8);
 - ii. Fights or violent activity which might reasonably carry over into the community
 - iii. Abuse, neglect, lock-out and runaway situations; and
 - iv. Other activities involving students which threaten the safety of students or community members on or off campus.

9. Appropriate School Officials shall follow State and federal laws regarding school records. In addition, it is recognized that the reports and other information maintained by law enforcement officers working in the school are not student records. 105 ILCS 10/2(d). Further, for the purpose of the Family Educational Rights and Privacy Act (20 U.S.C. 1232g(a)(4)(B)(ii)), law enforcement officers working in the school shall be considered a law enforcement unit of the school, such that the records maintained by said law enforcement officers are not educational records.

10. Section 6(a)(6.5) of the Illinois School Student Records Act (105 ILCS 10/6(a)(6.5)), authorizes DISTRICT to release student record information to law enforcement officers when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that such records will not be disclosed to any other party, except as provided by law or order of court. In the event that such information is so provided, CITY hereby agrees that all student record information disclosed, and communications made under this paragraph are to remain confidential and will not be disclosed to any other party, except as provided by State law or order of court. This provision is intended, among other things, to satisfy the written certification requirement of Section 6(a) (6.5) of the Illinois School Student Records Act and the Family Educational Rights and Privacy Act (20 U.S.C. 1232(g)).

11. All information disclosed and communications made under this policy are to remain confidential and shall not be disclosed or made available in any form to any other person or agency outside of this Agreement, except as specifically authorized by this Agreement or unless specifically authorized by law.

SECTION 6: Liability, Responsibility and Authority

1. Entire Agreement and Amendments to Agreement: CITY and DISTRICT acknowledge and agree that this writing, and any exhibits attached hereto, constitutes the entire agreement for the SRO program. No change, modification or amendment to this IGA shall be valid unless reduced to writing and approved by the Parties' authorized representatives.

2. Indemnification: It is understood and agreed that neither party to this IGA shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law and this IGA shall not be construed as seeking to enlarge or diminish any obligation or

duty owed by one Party against the other Party or against third parties. The parties further agree to indemnify, reimburse, and hold each other harmless against any and all liabilities, damages, claims, causes of action, costs, expenses and fees, including attorney fees, that either party incurs arising out of or occurring in connection with the other party's negligent, reckless or intentional misconduct.

SECTION 7: Miscellaneous Provisions

1. Good Faith and Dispute Resolution: The CITY and DISTRICT agree to perform their duties under this Agreement in good faith. In the event of a dispute, arising under this IGA which cannot be resolved informally by the Parties' respective governing boards, the Parties agree to first engage in mediation to resolve the conflict. If mediation is unsuccessful, the Parties shall then engage in binding arbitration pursuant to the procedures of the American Arbitration Association, in lieu of litigation.
2. Severability: If for any reason any provision of this IGA is determined to be invalid or unenforceable, that provision shall be deemed severed and the balance of the IGA shall otherwise remain in full force and effect. The failure of a Party to this IGA to insist upon strict and prompt performance of the terms and conditions shall not constitute or be construed as a waiver or relinquishment of that Party's right thereafter to enforce any such term or condition, but the same shall continue in full force and effect.
3. Counterparts: This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.
4. Compliance with Laws: The SRO, City and District shall at all times observe and comply with the laws, ordinances, regulations and codes of Federal, State or County agencies, which may in any manner affect the performance of this Agreement. In addition, the School Resource Officer shall comply with all District Policies and laws applicable to School District employees, including without limitation, the Illinois Student Records Act (105 ILCS 10/1 *et seq.*).
5. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Venue shall only be proper in a court of competent jurisdiction located within the County of DuPage, Illinois.
6. This Agreement and any amendments thereto shall become effective when approved and executed by both Parties and shall remain in effect from year to year thereafter unless either Party takes action to terminate the Agreement.
7. Either Party may terminate this Agreement any time during the term by providing the other Party thirty (30) calendar days prior written notice of such termination. The Parties may also terminate this Agreement by written mutual consent.
8. Notice: All notice required pursuant to this IGA shall be sent by means capable of providing a confirmation of receipt, including (a) deposit with postage pre-paid in the U.S. mail, certified and return receipt requested, (b) personal service, or (c) facsimile transmittal, to the Parties at their addresses set out below or as otherwise specified in writing to one another. All notices mailed shall be deemed effective three days after mailing.
9. Any notices required hereunder shall be delivered or served in writing the Parties as follows:

If to VILLAGE:

[Insert Name/Contact Information]

With a copy to counsel:

[Insert Name/Contact Information]

With a copy to counsel:
Robbins Schwartz
55 W Monroe, Suite 800
with a copy to counsel:
Chicago, Illinois 60603

If to DISTRICT:

[Insert Name/Contact Information]

10. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the CITY and DISTRICT have executed this Agreement on the ___ day of ___.

CITY OF WHEATON, for
CITY OF WHEATON POLICE DEPT.

BOARD OF EDUCATION
of WHEATON COMMUNITY UNIT
SCHOOL DISTRICT #200

By: _____

By: _____

Attest:

Attest: _____

Acknowledged: _____

Date: _____

Date: _____