

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
BOARD OF EDUCATION OF THE  
OREGON COMMUNITY UNIT SCHOOL DISTRICT NO. 220  
AND  
CITY OF OREGON  
FOR A SCHOOL RESOURCE OFFICER PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT, is made by and between the City of Oregon ("City") and the Board of Education of the Oregon Community Unit School District No. 220 ("Board" or "District"), both located within Ogle County, Illinois.

**WITNESSETH:**

**WHEREAS**, the Board operates Oregon High School, located at 210 South 10th Street, and Oregon Elementary School, located at 1150 Jefferson Street, all within Oregon, Illinois and all of which are situated within the City's jurisdiction; (each is hereinafter referred to individually as a "School" and collectively as the "Schools"); and

**WHEREAS**, the City operates the Oregon Police Department ("Police Department"), which provides police services within the City's jurisdiction; 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 not prohibited by law; and

**WHEREAS**, the City and the Board are public agencies pursuant to Section 2, subsection (1) of the Intergovernmental Cooperation Act, (5 ILCS 220/2); and

**WHEREAS**, the Board desires the services of one of the City's police officers to perform the duties of a School Resource Officer ("SRO") at the Schools; and

**WHEREAS**, the City and the Board have determined it to be in the best interests of all parties to enter into this Agreement for the public safety of the citizens of Ogle County and to provide said services to the Schools in order to prevent crime and maintain the safety and order of the citizens of Ogle County on school property.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, conditions, and other valuable consideration, the receipt and sufficiency whereof are herein acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. **Term and Termination.** This Agreement shall commence on the date of signature and

shall continue indefinitely. The District or the City may terminate this Agreement by providing at least sixty (60) days' advance written notice to the other parties of its intent to terminate.

3. **Assignment and Selection of the SRO.** The City shall have sole authority to assign one or more police officers to act as the SRO at the Schools. The SRO must possess the qualifications set forth on Appendix B, which is attached hereto and incorporated herein by reference. The Chief of Police (or her/his designee) will select the police officer(s) who will serve as the SRO. The selected officer will be presented to the Superintendent of the District (or his/her designee). The Superintendent shall be entitled to hold interviews of the selected police officer prior to final selection. At any time during the term of this Agreement, the City reserves the right to replace or temporarily substitute the SRO with another police officer who possesses the qualifications set forth on Appendix B. Upon request the District at any time during the term of this Agreement, the City shall replace the SRO with another police officer who meets the criteria set forth in Appendix B, if the District provides the City with a written request setting forth the rationale for the requested replacement.
  
4. **Employment of the SRO.** The SRO shall remain an employee of the City and shall be at all times subject to the administration, supervision, and control of the City, except as such administration, supervision and control are subject to the terms and conditions of this Agreement. The City shall at all times be considered the SRO's employer and the City shall retain direction and control of the work and conduct of the SRO not inconsistent with the duties of the SRO as set forth in this Agreement 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 City. The City 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 SRO shall be covered by the City's worker's compensation insurance. Because the SRO is an employee of the City, the City, in its sole discretion, shall have the power and authority to hire, direct discharge, and discipline the SRO.
  - a. Because the SRO is a police officer for the City, the SRO shall have those responsibilities, duties and the authority of a police officer while performing as the SRO pursuant to this Agreement, except as limited herein. As such, the SRO shall be armed (with the City's issued firearm) at all times.
  - b. Because the SRO is a police officer for the City, the District understands that the SRO may be called away from the Schools for an emergency and/or officer safety incident. The SRO will return immediately to the Schools once the incident is secure and exigent circumstances no longer exist or a temporary replacement will be assigned to the Schools until the SRO can resume his/her duties.
  
5. **Compensation.** The District agrees to pay the City \$75,000 per annum for FY 25-26, and both parties mutually agree to re-negotiate compensation for the 2027-2028 school year. On a quarterly basis, the City shall send to the District an invoice for the amount owed for

the prior quarter, which invoice shall provide the amounts due in detail. The District shall pay the amounts due in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). The City shall also provide services to the District during extracurricular events as set forth on Appendix A, at no additional cost to the District. The District will provide the City and the SRO with a schedule of such extracurricular events prior to the beginning of each school year.

6. **Duties of the SRO.** The SRO shall perform the duties described on Appendix C, which is attached hereto and incorporated herein by reference. The SRO shall coordinate all of his/her activities with the School Principal and appropriate staff members and will seek permission, advice and guidance prior to enacting any program within the Schools. During his/her duties, the SRO shall regularly communicate and cooperate with the School Principal.
7. **SRO Work Schedule.** The SRO shall provide services to the District at times and locations as specified in Appendix A, which is attached hereto and incorporated herein by reference. While on duty at the Schools and serving in the capacity as SRO, the SRO shall wear his/her Police Department issued uniform and provide services at the Schools on a per-week, full-time basis. Any adjustment to the SRO's schedule shall be subject to the agreement of the City and the District. If, for any reason, the SRO is absent on a day that he/she is assigned to work at the Schools, the City shall assign another police officer who meets the qualifications to perform the SRO duties, if such substitute SRO is available for duty, at no additional cost to the District. If no substitute SRO is provided, the City shall credit the reduced amount towards the following quarter's invoice.
8. **Copy of Agreement.** The City shall provide each SRO with a copy of this Agreement, including Appendices A, B, C, and D and shall require the SRO to provide a signed acknowledgement that he/she has received and reviewed this Agreement. Upon request, the City shall provide the District with a copy of said signed acknowledgement.
9. **Program Review.** The parties acknowledge that the inception of the SRO Program for school year 2021-2022 (or a portion thereof), and its operation during that term, may result in need for certain amendments, modification, or other changes to the SRO Program as a result of that experience, and the parties hereby agree that they will cooperate with one another in good faith in the event such modifications, amendments, or changes become needful or appropriate for the SRO Program. The City shall cooperate with the District to prepare a report for the District's review upon request.
10. **Compliance with Board Policies and Procedure: Discipline.**
  - a. The SRO shall comply with applicable Board policies in the course of his/her duties, and any other operating procedures that are agreed upon by the parties, provided that copies of such policies have been provided to the SRO in advance and do not conflict with the SRO's duties as a sworn police officer or with this Agreement.
  - b. If, at any time while on duty at the Schools, the SRO commits any act or engages in any conduct which the District believes contravenes policy or law and for which

discipline of the offending SRO is appropriate, the District shall refer the matter to the City, and the City agrees that it will initiate such disciplinary proceedings, in accordance with its established personnel handbook and the applicable collective bargaining agreement for the unit of which the SRO is a member, and diligently prosecute such proceeding. Provided, however, that any final resolution of the proceeding shall be within the control and discretion of the City.

c. Neither the SRO nor the Police Department shall use any District property as a booking station in violation of Section 10-20.60 of the School Code (105 ILCS 5/10- 20.60).

11. **Body Cameras.** The SRO shall use his or her body camera in accordance with the *Law Enforcement Officer-Worn Body Camera Act* (50 ILCS 706/10-1 et seq.), other applicable federal and Illinois law. The SRO will also comply with the *Officer-Worn Body Protocols*, attached hereto as Appendix D, and hereby incorporated into the Agreement. Such protocols will supplement the policy implemented by the City pursuant to the foregoing Act. 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.

12. **Compliance with Laws.** The parties shall comply with all applicable laws, ordinances, rules, regulations and codes in performing their respective obligations hereunder and all agreements between the parties, including any reciprocal reporting agreement entered into by the Parties.

13. **Access to Records.**

- a. **District Records.** The Parties acknowledge and agree that all student, personnel, medical, and District-related business records generated by District's 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:
- i. The SRO may have access to "directory information" of students as needed to perform duties.
  - ii. 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 will be treated as student record information pursuant to Paragraph (a)(iii) below.
  - iii. 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:

1. 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 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.
2. 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 City (“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.
3. 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 shall be the property of the City and may constitute law enforcement records. In accordance with law, all records generated and maintained solely by the SRO and the City 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 701/10-1 et seq.) and other applicable federal and Illinois law and described in Paragraph 11 of this Agreement. 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 Police 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. 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.
- c. **Other Applicable Agreements.** This Agreement shall be interpreted in conjunction with other applicable agreements in effect between the Board and the City.

14. **Law Enforcement Actions and Safety Interventions.** Except as provided in Paragraph 15, the SRO may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety 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 person 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 negative effects on students. All law enforcement actions and interventions shall be consistent with all applicable laws, regulations, and policies.

Use of force may be implemented pursuant to Police Department policies, procedures and protocols, as well as applicable laws.

When practical or as soon as possible after making a request, the SRO shall advise the School Principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of members of the school community.

- a. **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. The SRO shall comply with Board Policy 7:150, Agency and Police Interviews, and its accompanying administrative procedure, regarding law enforcement interviews as follows, unless such compliance is impracticable due to an immediate threat to safety:
- i. The SRO shall promptly notify the School 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 School Principal will check the warrants for arrest, search warrants, or subpoenas to be served.
  - iii. 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:
    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 under paragraph (i) occurred.
    3. 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.
  - iv. Interviews will be conducted in a private setting. If the parent(s)/guardian(s) are

absent the School Principal and one other adult witness selected by the SRO will be present during the interview.

- v. No minor student shall be removed from the School by the SRO without consent of the parent(s)/guardian(s), except upon service of a valid warrant of arrest, in cases of warrantless temporary protective custody, or as otherwise permitted by law.
  - vi. At no time shall the SRO request that any District employee act as an agent of the SRO or law enforcement in any interview.
- b. Searches. The SRO shall be aware of and must comply with all applicable laws, regulations and policies governing searches of person and property while performing services pursuant to this Agreement. In particular, the SRO shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school officials in connection with student discipline. At no time shall the SRO request that any District employee lead or conduct a search of a student for law enforcement purposes.

15. **School Discipline**. District administration shall be solely responsible for implementing student discipline rules, policies and procedures, and investigating any violations of school 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 student discipline matters. The SRO shall refer any concerns related to a student to the School Principal or designee and shall not independently investigate or administer consequences for violations of student disciplinary rules, policies or procedures. The SRO shall not have any involvement in routine disciplinary matters, such as tardies, loitering, noncompliance, the use of inappropriate language, dress code violations, classroom disruptions, disrespectful behavior, fighting that does not involve a threat of immediate physical injury or a weapon, disorderly conduct, and other comparable infractions of school rules, unless specifically requested by the School Principal (or his/her designee). School officials shall only request SRO assistance when necessary to protect the immediate physical safety of students, faculty, staff and others in the School environment or when a student engages in criminal activity that is of a more serious nature than the routine student discipline matters listed above. This does not prohibit the SRO from investigating student conduct that involves violations of law, even if the same student conduct that violates the law also results in disciplinary action by District administration, as provided in Paragraph 15, Joint Law Enforcement and School Discipline Investigations, below.

- a. Searches. The SRO shall not conduct or participate in searches of students or their belongings in School disciplinary investigation unless his/her assistance is requested by School authorities to maintain a safe and secure school environment.

When requested to assist with a search by School authorities, the SRO shall comply with Board Policy 7:140, Search and Seizure, and related administrative procedures as follows:

- i. At the request of the 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 the law or school rules, policies and procedures. 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. The SRO may not use any evidence gathered in the course of such search for criminal prosecutions of any students.

- ii. When possible, 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 of the District or an SRO of the same sex as the student.
- iii. Immediately following a search, the SRO shall make a written report and provide it to the District Superintendent.

b. 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 member of the School community and shall not lead the investigation or actively interview students.

16. **Joint Law Enforcement and School Discipline Investigations.** In cases where School disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health and safety (e.g. when both the School authorities and the SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for School authorities and the SRO to work in tandem. In such circumstances, the SRO shall be mindful and clarify his/her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing.
17. **Training.** The City 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. As a result, the Parties shall work cooperatively to ensure the SRO receives appropriate in-service training, such as updates in the law, in-service firearm training, and training specific to the duties of a school resource officer and working with high school age students. The District may also require the SRO to attend other relevant trainings, including but not limited to, trainings about appropriate use of restraint involving special needs students, use of opioid antagonists, in Board policies, and the District's regulations and procedures.
18. **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. Within seven (7) 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. Each party may satisfy the insurance obligations under this Paragraph by utilizing excess or umbrella insurance. For purposes of this Paragraph, insurance may be provided through a self-insured



intergovernmental risk pool or agency or through the party's self-insurance. Each party shall name the other parties as Indemnitees (as defined in Paragraph 19) as additional insureds on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the parties waive any right of subrogation that they or any of their agents may have against any of the other party's Indemnitees.

19. **Mutual Indemnification.** The District shall indemnify and hold the City and its officers, agents, and employees ("City Indemnitees") harmless from any and all liabilities, 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 acts or omissions of the District and their 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 City shall indemnify, defend and hold the District, their individual Board members, agents, and employees ("the District Indemnitees") harmless of and from any and all liabilities, 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 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.

20. **Notices.** Any notices required under this Agreement may be sent to the respective parties at the following respective addresses:

To the District: Oregon Community Unit School District 220  
206 South 10th Street  
Oregon, IL 61061  
Attn: Superintendent

With a copy to: Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP  
3030 Salt Creek Lane, Suite 202  
Arlington Heights, Illinois 60005  
Attn: Heather K. Brickman

To the City: City of Oregon Police Department  
115 North 3rd Street. Oregon IL 61061  
Attn: Chief of Police

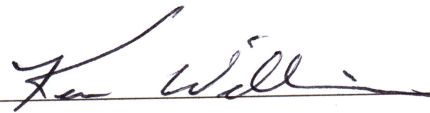
With a copy to: City of Oregon  
115 North 3rd Street Oregon, IL 61061  
Attn: City Manager

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

- 21. **Complete Understanding and Amendments.** 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.
- 22. **Successors and Assigns.** This Agreement shall be binding upon, apply and inure to the benefit of each party and their respective legal representatives, successors and assigns.
- 23. **Governing Law.** This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois.
- 24. **Authority to Execute.** Each signatory hereto represents and warrants that he/she has the proper and necessary corporate authority to execute this Agreement and bind his/her entity to the terms and conditions of this Agreement, and that the same has been duly approved and/or adopted by the governing board of the entity at a duly convened public meeting. This Agreement shall be binding only when adopted and/or approved by the governing body of each party hereto.
- 25. **Waiver.** The failure of either party to demand strict performance of the terms and conditions of this Agreement on any one occasion shall not be deemed a waiver to demand strict performance on any future occasion.

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

**CITY OF OREGON, ILLINOIS,  
an Illinois Municipal Corporation**

  
\_\_\_\_\_  
Mayor  
Date: 8-14-2024

ATTEST:

By: Cheryl Nielson  
Its: City Clerk  
Date: 8-14-24

**BOARD OF EDUCATION OF  
OREGON COMMUNIYT UNIT  
SCHOOL DISTRICT NO. 220**

\_\_\_\_\_  
President  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## APPENDIX A

**Regular Work Schedule:** 7:30 am to 3:30 pm

During regular school days when students are in attendance.

**Days of Student Attendance:** 176 days.

**Additional Days of Attendance for Staff:** 4 in-service days.

**By mutual agreement the days in which the SRO is required to be at the school may be adjusted.**

**School Buildings:** Oregon High School (Primary)  
Oregon Elementary School David L. Rahn Junior High

**Extracurricular Events:** Any additional staffing will be requested

The SRO will be present during the following extracurricular events. If the SRO is unavailable for the event a substitute Officer will be present.

- 1) Homecoming Dance
- 2) Prom
- 3) David L. Rahn Jr. High Promotion
- 4) Oregon High School Graduation

## APPENDIX B

### QUALIFICATIONS OF THE SRO

1. Be a certified police officer with the Oregon Police Department;
2. Have at least five (5) years of experience working as a police officer with an Illinois law enforcement agency;
3. Successful completion of ALICE training
4. Have experience working with youths;
5. Have a strong verbal, written and interpersonal skills, including public speaking;
6. The SRO (and, for any replacement SRO, prior to assuming duties, unless an exception is granted by the District):will have completed the following training regarding the duties and responsibilities of a school resource officer.:
  - a. Certification through the school resource officer course provided by the Illinois Law Enforcement Training and Standards Board under 50 ILCS 705/10.22. The City will not apply for a waiver to these training requirements without the consent of the District.
  - b. Implicit bias and racial and ethnic sensitivity training approved by the Oregon Police Department. This training is in addition to any training on this subject matter provided through the Illinois Law Enforcement Training and Standards Board.
7. The SRO will provide a copy of a certificate attesting to his or her successful completion of the training requirements in Section 17 and Appendix C.
8. Possess sufficient knowledge of the applicable Federal and State laws, County ordinances, and Board policies and regulations;
9. Be able to function as a strong role model for students in the District; and
10. Possess an even temperament and set a good example for students.

## APPENDIX C

### **DUTIES OF THE SRO**

The SRO shall perform the following duties with due diligence and to the best of his/her ability:

1. Serve as a counselor and/or referral source for students with problems in which the SRO's law enforcement expertise may be helpful;
2. Conduct presentations and/or trainings on law, law enforcement issues, individual liberties and social responsibilities;
3. Be available to students, faculty, parents, and School and community organizations as a resource;
4. Work with parents, law enforcement, and social service agencies on matters that may affect the Schools;
5. Work cooperatively with other law enforcement agencies, including neighboring law enforcement entities, to fulfill the duties described hereunder;
6. Enforce State and local criminal laws and ordinances and to take appropriate action in response to violations of the law;
7. Maintain a high level of visibility during school entrance and dismissal times as well as during passing periods;
8. Meet with building administrators to advise them of potentially dangerous situations and plan for the safe resolution of those situations;
9. 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 as outlined in the Agreement;
10. 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 as reasonably required;
11. Serve as the lead or co-lead in the development, review, and implementation of the District Emergency Plan;
12. Teach lessons as applicable in courses as applicable, i.e. health, drivers' education, government; etc. such lessons shall be approved by the Chief of Police. Keeping in mind that the primary function of the SRO is school security these lessons will be provided on a limited basis as approved by the Chief of Police.

13. Serve as a liaison between the School and the Police Department and other law enforcement agencies as appropriate; and
14. Perform other duties, as directed by the Superintendent of the District (or his/her designee) and the City.
15. 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 or on District property as provided by the reciprocal agreement..

## APPENDIX D

### OFFICER-WORN BODY CAMERA PROTOCOLS

The following protocols are applicable to the SRO when wearing a camera covered by the *Law Enforcement Officer-Worn Body Camera Act* (the "Act") while in District buildings and on District property:

1. The City will notify the District when the SRO has been issued a body camera and authorized to wear it on District property.
2. The SRO's wearing and use of the camera shall comply with the *Law Enforcement Officer-Worn Body Camera Act* 50 ILCS 706/, the Law Enforcement Training and Standards Board Guidelines, and the City's written policy adopted in accordance with that Act.
3. Prior to commencement of use of a body camera by the SRO on District property, the City will provide the Superintendent of the District a copy of the City's final written policy for use of body cameras by City law enforcement officers. The City shall promptly notify the Superintendent of any later amendments or revisions to the written policy.
4. The SRO will utilize discretion in activating the camera in accordance with the Act and the City's written policy. Routine interactions of the SRO with staff, students and visitors on District property are inherently community caretaking functions and are understood not to require activation of the camera. Additionally, specific interactions of the SRO with students outside law enforcement duties related to activities of a criminal nature, such as counseling and education interactions, are understood not to require activation of the camera. Thus, the SRO's camera will normally be turned off, and will be activated only when required for law enforcement related encounters or activity. The SRO will utilize discretion when possible to conduct investigations so as to minimize activation of the camera in school bathrooms and locker rooms.
5. The SRO will notify the Principal when the SRO has activated the SRO's camera on school property.
6. The SRO and City shall maintain the recordings when and as required by law. The recordings will be exempt from classification as student records due to their status as law enforcement records, and the District shall have no responsibility to maintain such recordings as student records.
7. Recordings obtained on school grounds via the SRO's body camera shall not be utilized for law enforcement training purposes and shall not be disseminated by the City for any non-law enforcement purpose other than to comply with court- issued orders or subpoenas, or state and federal laws and this Agreement.
8. District administration may be allowed to view the body camera recordings obtained on school grounds upon request. The recordings shall be released to the District at the request of the District and pursuant to the reciprocal reporting agreement entered into by and between the District and the City pursuant to statutory authority including, but not limited to, the School

Code, the Criminal Code, and the Juvenile Court Act. District administrators also may request the SRO “flag” certain body worn camera footage to ensure a longer retention of such footage under the Act.

9. The City shall notify the Superintendent promptly if a recording from the SRO’s body camera taken on District property is “flagged” due to filing of a complaint, discharge of a firearm, use of force, arrest, or detention, or resulting death or bodily harm.
10. The City shall notify the Superintendent promptly upon receipt of a *Freedom of Information Act* request for any recordings from the SRO's body camera taken on District property and prior to any release by the City to the public or a third party of any recordings from the SRO's body camera taken on District property, whether pursuant to FOIA, through website posting or social media release or otherwise, and shall inform the Superintendent of the scope of recordings to be released and the redactions to be made. The City will redact from the recordings to be released the identity (by obscuring the face and identifying audio) of any District students who were under the age of 18 when the video was taken.