
THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER 26-11

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF COAL CITY COAL CITY COMMUNITY UNIT
SCHOOL DISTRICT NO. 1 CONTINUING THE PROVISION FOR SCHOOL
RESOURCE OFFICER COVERAGE**

DAVID SPESIA, Village President
KAYLA MELVIN, Village Clerk

ROSS BRADLEY
DANIEL GREGGAIN
CJ LAUTERBUR
BILL MINCEY
PAMELA NOFFSINGER
DAVID TOGLIATTI
Village Trustees

RESOLUTION NO. 26-11

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BETWEEN THE VILLAGE OF COAL CITY COAL CITY COMMUNITY UNIT
SCHOOL DISTRICT NO. 1 CONTINUING THE PROVISION FOR SCHOOL
RESOURCE OFFICER COVERAGE**

WHEREAS, the Village of Coal City ("Village") is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, Coal City Community Unit School District No. 1 is an Illinois body corporate and politic, organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter the "District"); and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the Village and the District are units of local government as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution; and

WHEREAS, both the Village and the District are interested in promoting the safety and security of the staff, students and school premises in the District; and

WHEREAS, the District desires to have, on a contract basis, School Resource Officers ("SROs") detailed to the District's schools; and

WHEREAS, the Village is willing to provide such SROs in accordance with the terms of the intergovernmental agreement appended hereto as Exhibit 1 (the “Agreement”); and

WHEREAS, the President and Trustees (cumulatively, the “Corporate Authorities”) hereby find that it is in the best interests of the Village to enter into the Agreement in substantially the form attached hereto as Exhibit 1; and.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

SECTION 1. RECITALS.

That the foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

SECTION 2. ENACTMENT.

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Intergovernmental Agreement Between the Village of Coal City and Coal City Community Unit School District No. 1 Providing for A School Resource Officer (“Agreement”) in substantially the form attached hereto as Exhibit 1, and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President’s signature as may be required. The Village Administrator and Attorney, and such other agents as may be reasonably necessary to carry out the intent of the Agreement, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Resolution. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 3. RESOLUTION OF CONFLICTS.

All enactments in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE.

If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution, which are hereby declared to be separable.

SECTION 5. EFFECTIVENESS.

This Resolution shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

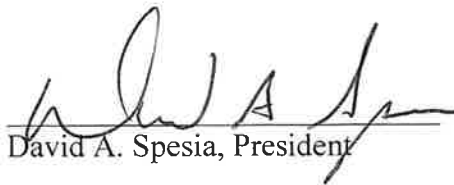
SO RESOLVED this 9 day of September, 2026, at Coal City,
Grundy and Will Counties, Illinois.

AYES: 6

ABSENT: 0

NAYS: 0

ABSTAIN: 0


David A. Spesia, President

Attest:


Kayla Melvin, Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF COAL CITY
AND COAL CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1 PROVIDING FOR
A SCHOOL RESOURCE OFFICER**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made as of this 2 day of September, 2026, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter the "Village"), and the BOARD OF EDUCATION OF COAL CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1, an Illinois body corporate and politic, organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter the "District") (collectively, the Village and District shall be known as the "Parties"). In consideration of the recitals and mutual covenants and agreements set forth below, the Parties hereby agree as follows:

WHEREAS, the Constitution of the State of Illinois, 1970; Article VII, Section 10, authorizes units of local government and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Section 1-7(A)(8) and 5-905(1)(h) of the Juvenile Court Act, Sections 10-20.14, 10-21.7, 10-27.1A&B and 22-20 of the Illinois School Code, and Section 10/6(a)(6.5) of the Illinois School Student Records Act provide for and authorize agreements between local law enforcement agencies and school districts for reciprocal reporting of criminal offenses committed by students; and

WHEREAS, the Illinois Intergovernmental Cooperation Act defines the term "public agency" to mean any unit of local government as defined by the Constitution and any school district, among other public bodies (5 ILCS 220/2); and

WHEREAS, the Illinois Intergovernmental Cooperation Act provides that any power or powers, privileges, or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State (5 ILCS 220/3); and

WHEREAS, the Village and the District are public agencies as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution; and

WHEREAS, the District desires to have, on a contract basis, School Resource Officers ("SROs") detailed to the District's schools; and

WHEREAS, the Village is willing to provide such SROs in exchange for the payment outlined in this Agreement; and

WHEREAS, both the Village and the District are interested in promoting the safety and security of the staff, students and school premises in the District; and

WHEREAS, the Village and the District have entered into previous Intergovernmental Agreements for said SROs; all previous said Intergovernmental Agreements are terminated; and the terms and conditions of this Intergovernmental Agreement will be binding between the parties for the services of SROs; and

WHEREAS, the Parties have found and determined that it would be in their mutual best interests to enter into this Agreement.

NOW THEREFORE, the Village and District hereby mutually agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated and adopted as if fully set forth herein.

2. Term. This Agreement shall become effective on the last date on which a duly authorized official from one of the Parties executes the Agreement (the "Effective Date"). The services under this Agreement shall commence on the first date of student attendance of the 2026-2027 school year ("Commencement Date") and shall continue in full effect until the final date of student attendance of the 2029-2030 school year ("Termination Date"), unless earlier terminated as provided herein.

3. Designation and Assignment of Police Officers. The Village shall designate and assign two (2) police officers to serve as SROs for the District on a full-time basis during the school years within the term of the Agreement in accordance with the work schedule set forth in Paragraph 5. The Chief of Police of the Village has sole discretion to provide the District with police officers to serve as SROs, provided that the police officers assigned must meet the minimum qualifications set forth in **Exhibit A**, which is attached hereto and incorporated herein by this reference. The Parties acknowledge and agree that SRO positions are rotating positions for a non-determinate assignment period. At any time during the term of this Agreement, the Village shall replace an SRO with another police officer if the District provides the Village with a written request setting forth the rationale for the requested replacement ("SRO Replacement Request").

4. Employment of the SROs. The SRO shall remain an employee of the Village at all times and is considered to be on special assignment to the District during the school year. The SRO shall remain under the command of the Chief of Police at all times and shall be subject to the administration, supervision, and control of the Village, except as such administration, supervision and control are subject to the terms and conditions of this Agreement. The Village shall at all times be considered the SRO's employer and the Village shall retain direction and control of the work and conduct of the SRO and shall be solely responsible for payment and provision to the SRO of salary and any other benefits, including overtime, to which the SRO is entitled as an employee of the Village. The Village is responsible for making necessary tax and other withholdings from the SRO's pay, and for making all necessary tax and other employment-related payments and filings. The SRO shall be covered by the Village's worker's compensation insurance.

Because the SRO is an employee of the Village, the Village, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. While on the District premises, the SRO works at the direction of the Superintendent or a designee, while maintaining adherence to all personnel rules of the Village.

5. SRO Work Schedule. The Village will provide two SROs on student attendance days during the school year from 7:30 a.m. to 3:30 p.m., except as otherwise mutually agreed by the Parties or as set forth herein. The District may from time to time request that an SRO work at an extracurricular District event or activity outside of the SRO's customary hours ("Evening Time"). If an SRO works such Evening Time at the District's request, the Parties understand and agree that the District shall pay the Village overtime for such Evening Time in accordance with the provisions of Section 7(F). The Parties understand and acknowledge that the mutual intent of the Parties is that each SRO shall be assigned by the Village to the District forty (40) hours per week during the school year.

SROs shall be present every day during the school year that classes are scheduled to take place, except as the Parties may otherwise mutually agree from time to time to compensate for Evening Time and avoid overtime, and as otherwise provided herein. The SROs will be encouraged by the Parties to minimize discretionary absences on school days. In the event that one SRO is absent, on vacation, or otherwise unable to be present on a student attendance day, the Parties agree that the remaining SRO would be posted at the high school and a second on-duty Village police officer shall remain available at all times to respond promptly to a call from the District as the need arises. If both SROs are unavailable on a student attendance day, then the Chief of Police shall designate and provide one (1) substitute officer to act as the SRO for the day and a second on-duty police officer shall remain available at all times to respond promptly to a call from the District as the need arises.

On days when school is not in session, the SRO may be assigned to duty at the Police Department.

Any semi-permanent or permanent adjustment to the SRO's schedule shall be in writing and subject to the agreement of the Village and the District.

While on-duty at the District and serving in the capacity as SRO, the SRO shall wear his/her Police Department issued uniform. The SRO will be armed and will also carry handcuffs and a Police Department radio.

6. SRO Duties. The duties and responsibilities of the SRO assigned to the District shall include, but not be limited to, the following:

- A. Enforce all laws and municipal ordinances to coordinate the Parties' efforts to provide a safe and nurturing school learning experience that is flexible in meeting the academic, social, and emotional needs of each student;

- B. Investigate all criminal complaints involving juveniles taking place in District schools;
- C. Provide information and give presentations to students, staff, and parents in areas such as drug and alcohol prevention, online safety, cyber bullying, criminal gang activity, vandalism, theft, personal violence, trespassing, and other civil rights and legal topics of interest to the District and within the SRO's area of expertise;
- D. Appear and testify in court proceedings and school suspension review and expulsion hearings, as necessary, unless said appearance and/or testimony would interfere with any pending or reasonably contemplated law enforcement proceedings and/or criminal investigation;
- E. Be proactive regarding patterns of delinquency, street gang membership and activity, and problem areas around the school to strive toward prevention, operational excellence, and efficiency;
- F. Assist school personnel with managing escalated and agitated students, parents, and others, crowd control, and vehicle traffic patterns to strive toward prevention, operational excellence, and efficiency;
- G. Adhere to and comply with Section 22-88 of the School Code (105 ILCS 5/22-88), when questioning a student under 18 on school grounds suspected of committing a criminal act, including, as applicable, the processes for notification to parent or guardian, and reasonable efforts to ensure the presence of parent/guardian or specified school staff as well as a law enforcement officer trained in interaction and communication with youth.
- H. Maintain open communication with school personnel in an attempt to identify individuals or conditions that could result in delinquent behavior, formulate prevention plans, and identify proactive solutions;
- I. Maintain and report to the District a record of reported criminal incidents and arrest activities;
- J. Serve as liaison between the District and the Police Department;
- K. Maintain a high level of visibility during arrival, lunch, passing periods, and departure as schedule permits;

- L. The Parties acknowledge that police officers are responsible for criminal law issues, not school discipline issues. Thus, absent exigent circumstances, the SRO will not enforce school policies and regulations involving student behavior and discipline, except in exigent circumstances; and
- M. Any and all necessary backup services, including equipment and personnel, required to assist SROs in the performance of their obligations under this Agreement shall be at the sole discretion and control of the Chief of Police of the Village.

7. Compensation.

- A. It is the intention of the Parties that the District shall pay 50% of all expenses associated with the Village's employment of the SROs during the term of this Agreement. These expenses include, without limitation, the following:
 - i. Wages, including overtime and sick pay;
 - ii. Employer contributions to FICA and Medicare
 - iii. Health, vision, dental and life insurance;
 - iv. Training;
 - v. Uniform allowance; and
 - vi. Police pension contributions.
- B. 2026-2027: For the 2026-2027 school year, the District shall make a payment to the Village equal to ONE HUNDRED FIFTY TWO THOUSAND NINE HUNDRED THIRTY THREE AND 20/100 DOLLARS \$152,933.20 ("First Annual Payment") in accordance with Subsection 7.D., which the Village agrees appropriately compensates the Village for providing SROs to the District under the terms of the Agreement.
- C. Successor years: For each school year after the 2026-2027 school year through the end of the term of the Agreement, the Parties agree to meet prior to August 1 each year for the purpose of reviewing the Village's aggregate expenses associated with its employment of the SROs for the upcoming school year ("SRO Total Expense"). One-half of the total compensation for the assigned SRO Total Expense shall be payable by the District to the Village in accordance with Subsection 7.D.
- D. Each annual payment shall be paid in a single lump-sum within thirty (30) days of receiving a written invoice from the Village for the total annual payment due for the current school year. The Village shall invoice the District on or about January 31st annually. The annual payment shall be due and owing to the Village in accordance with the terms and conditions of the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

E. Early Termination:

- i. If the Agreement terminates prior to the end of a school year but after the District has remitted payment, the Village shall reimburse the District an amount that is equal to the following equation:

(Annual Payment then in effect / 180 days) X (number of school days remaining in the then-current school year following effective termination of the Agreement)

- ii. If the Agreement terminates prior to the end of a school year but before the District has remitted payment, the District shall pay the Village an amount that is equal to the following equation:

(Annual Payment then in effect / 180 days) X (number of school days elapsed in the then-current school year prior to the effective termination of the Agreement)

- F. District further agrees to pay the overtime cost incurred by the Village whenever the District requests the SRO for Evening Time. Said overtime costs will be the responsibility of the District. An hourly overtime rate shall be listed in **Exhibit B**. The Village will bill the District on a monthly basis for all overtime costs incurred in the prior month.

8. Accommodations. The District shall provide the SRO with the equipment, accommodations, and information reasonably necessary for the SRO to accomplish his/her job, including without limitation, District computer access codes, District office phone, District view capability of camera systems, key fob for any electronic access control system, and keys for interior and exterior access.

9. Assessment and Evaluation. Each SRO position is a rotating position for a non-determinate assignment period. Performance will be assessed and reviewed on an annual basis for retention or reassignment of the police officers designated by the Village as SROs, with a collaborative performance appraisal process involving District and Village officials. Interim performance assessments may be conducted as needed or required. In the event that the Village receives an SRO Replacement Request from the District, the matter will be the subject of immediate review and communication between the District and the Village. Because the SRO is an employee of the Village, the Village, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO.

10. Access to Records.

- A. District Records. The Parties acknowledge and agree that all student, personnel, medical, and District-related business records generated by District

employees or students shall be the property of the District and shall be maintained at the District in accordance with all applicable state and federal laws and regulations. The Parties agree to comply with all state and federal laws governing the handling of records, 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), the 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. To the extent the SRO has access to student records to perform his/her duties, he/she shall not divulge such records to any person or entity who is not a party to this Agreement without the District's consent or as otherwise permitted or required by law. Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions of this paragraph will continue in full force and effect following such termination.

- B. Village 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 Village and may constitute law enforcement records and shall be maintained by the Village in accordance with all state and federal laws and regulations governing the release of these records. In accordance with law, all records generated and maintained solely by the SRO and the Village shall not constitute student records.
- C. The Parties agree that both Parties shall abide by the reciprocal reporting guidelines, attached hereto as **Exhibit C** and incorporated by reference, including the Body Worn Camera policy and Live Streaming Video policy.

11. Termination. Either party may terminate this Agreement at any time by providing the other party with at least sixty (60) days prior written notice of such termination. In addition, the Parties may terminate this Agreement by mutual consent and written agreement.

12. Insurance.

- A. The Village and District agree that they will each obtain and maintain, at all times during the term of the Agreement, liability insurance policies, including coverage for automobile liability, personal injuries and property damage, issued by a company or companies authorized to do business in Illinois, licensed by the Department of Insurance of Illinois, with an "A-5" or better rating in the current edition of Best's Key Rating Guide, with contractual coverage containing agreements to defend, indemnify, and hold harmless as set forth in the section below, and in no event will such policies have less than the following coverage:

- i. Comprehensive general liability in the minimum amount of One Million Dollars (\$1,000,000.00) each occurrence and One Million Dollars (\$1,000,000.00) aggregate, as applicable, combining single limit, bodily injury, and property damage.
 - ii. A One Million Dollar (\$1,000,000.00) general liability umbrella coverage policy.
 - iii. Comprehensive automobile liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage.
 - iv. Workers' Compensation not less than the statutory minimum and Employer's Liability Insurance not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence for all of its employees, in strict compliance with state law, and with sole responsibility for accounting for, reporting, and paying all costs in connection therewith.
- B. Each party may satisfy the insurance obligations herein through a self-insured intergovernmental risk pool or agency or through the party's self-insurance.
- C. All such policies in which either Party is a named insured shall name the other Party's members, employees, agents, and volunteers as additional insureds.
- D. The Parties shall furnish one another with certified copies of policies evidencing such insurance coverage and all certificates in connection with this Agreement each year in which the Agreement is in effect.
- E. The policies shall provide that the policies will not be terminated, canceled, or materially changed without ten (10) days advance written notice to the other Party to the Agreement. Any required payment made will be reimbursed by the other Party upon demand.

13. Mutual Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party, their governing Boards, members, officers, employees, agents, representatives, and volunteers, in their individual and official capacities (collectively, "Indemnitees"), from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, fee, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by Indemnitees arising from, incident to, connected with or growing out of any willful and wanton act or omission of the other Party, or of any employee, agent, representative, contractor, or volunteer thereof (collectively, the "Indemnitor"), acting within the scope of their authority and related to the performance of this Agreement. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Parties and/or any of their respective officials, officers, employees, volunteers, and or/agents. Notwithstanding any

provisions herein to the contrary, the insurance company, self-insurance pool, risk pool provider, self-insured party, or similar entity of the Party providing the indemnification shall be allowed to raise, on behalf of the other Party, any and all defenses statutory and/or common law to such claim or action which the other party might have raised including, but not limited to, any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 75 ILCS § 10/1-101 *et seq.*

14. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered in duplicate at, the following address:

Village of Coal City Police Department
545 S. Broadway
Coal City, IL 60416
ATTN: Chief of Police

With a copy to: Mark Heinle
Ancel, Glink, Diamond, Bush, DiCianni &
Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, Illinois 60563
Email: mheinle@ancelglink.com

Notices and communications to the District shall be addressed to, and delivered at, the following address:

Coal City Community Unit School District No. 1
550 S Carbon Hill Road
Coal City, IL 60416
ATTN: Superintendent

With a copy to: Franczek
300 South Waker Drive, Suite 3400
Chicago, IL 60606

15. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois which are incorporated herein. Any suit brought to enforce the provisions of this Agreement shall be filed in the Thirteenth Judicial Circuit, Grundy County, Illinois.

16. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

17. Compliance with All Laws. The Parties shall observe and comply with the laws, ordinances, regulations, codes of Federal, State, and jurisdictional local agencies that may in any manner affect the performance of this Agreement. In addition, when not in conflict with the provisions hereof or Village or departmental policies and procedures, the SROs shall comply with all District policies (copies of which will be provided by the District to the SRO).

18. Waiver of Breach. If either Party waives a breach of any provision of this Agreement by the other Party, that waiver will not operate or be construed as a waiver of any subsequent breach by either Party, nor shall it prevent either Party from enforcing such provisions.

19. Third Party Beneficiary. This Agreement shall not be construed as to create a duty on a Party to a nonparty or a right of a nonparty to enforce any provision of this Agreement, even a provision whose enforcement would benefit the nonparty.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

21. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

22. Savings Clause. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

23. Counterparts. This Agreement may be executed in counterparts, each of which, when executed, shall constitute an original document, which together shall constitute one and the same instrument.

24. Authority to Execute. The Parties each hereby warrant and represent to one another that the persons executing this Agreement on their respective behalfs have been properly authorized to do so, and further that each has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives and officers to execute this Agreement.

VILLAGE OF COAL CITY

By: 
Village President

ATTEST

By: 
Village Clerk

BOARD OF EDUCATION OF COAL CITY
COMMUNITY UNIT SCHOOL DISTRICT
NO. 1

By: 
Board President

ATTEST

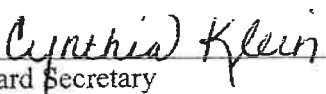
By: 
Board Secretary

EXHIBIT A

SRO Program and Minimum SRO Qualifications

- I. The Village will provide to the District police officers who are in good standing with the Village and with the following desired qualifications for review, all as determined by the Village:
 1. Illinois Certified Police Officer;
 2. Illinois Certified Juvenile Officer;
 3. The School Resource Officer must have a current certificate of completion of the Illinois Law Enforcement Training and Standards Board SCHOOL RESOURCE OFFICER course or ILETSB approved waiver (within 1 year of assignment), which includes specific training on working with students with disabilities to ensure appropriate and effective interactions that support their educational and behavioral needs;
 4. Reserved;
 5. Trained in gang resistance and alcohol/drug resistance curricula and knowledgeable about school and community resources;
 6. Trained in handling an active school shooter and knowledge of school safety planning, technology, and social media/cyberbullying laws and regulations;
 7. Demonstrated effective verbal, written, and interpersonal skills including public speaking;
 8. Knowledge of, and experience in, matters involving cultural diversity and educational equity;
 9. Affinity for young people; calm, patient, approachable, self-directed, and collaborative; and proven experience working effectively with youth;
 10. Demonstrated ability to work successfully with diverse populations, including with persons with physical and mental disabilities, and commitment to making students and community members of all backgrounds feel welcomed and respected;
 11. Demonstrated commitment to de-escalation, diversion, and restorative justice, and an understanding of crime-prevention, problem-solving, and community policing in a school setting; and

12. Knowledge of school-based legal issues (e.g. confidentiality and consent) and demonstrated commitment to protecting students' legal and civil rights.

- II. Criminal Background Checks. The Parties understand and agree that any SROs must be sworn, certified Illinois law enforcement officers in good standing with the Village. As such, the Parties further understand that all SROs have completed the criminal background checks, decertification reviews, and prior law enforcement employment records reviews, and ongoing monitoring and mandatory reporting by the Illinois Law Enforcement Training and Standards Board as is set forth in the Illinois Police Officer Training Act, 50 ILCS 705/1 et seq. prior to assignment at the District. The Village shall not assign any officer to the District if his or her criminal background check reveals convictions that would subject an individual to license suspension or revocation pursuant to Section 21B-80 of the Illinois School Code or who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987. The District may, at its own expense, initiate checks of the Illinois State Police Murderer and Violent Offender Against Youth Registry, Illinois Sex Offender Database, and DCFS Child Abuse and Neglect Tracking System. The School Resource Officer may be rejected by the District if the SRO checks identify information about the SRO that would call into question the individual's fitness to serve as the SRO.
- III. Faith's Law. The Village certifies that prior to sending a SRO to the School District, it has complied with all employment history review and other obligations of 105 ILCS 5/22-94. Any reasonable compliance costs incurred by the Village shall be reimbursed in full by the School District. The Village shall provide the complete and original results to the School District. The School District may reject any police officer if, in the School District's sole discretion, any checks required by Faith's Law disclose information which would call into question the individual's fitness to serve the School Resource Officer or otherwise cause the District to be concerned about the police officer interacting with students. If the Village fails to comply with the provisions of this section and/or Section II above, and as a result a suit or claim is instituted by or on behalf of a student or their parent or guardian for harm caused by the School Resource Officer, then in that event, the Village agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the School District against any such claims.
- IV. Training.
 1. The costs of the training required by this Agreement and any other training or professional development shall be paid by the Village, except that training offered by the School District that the School Resource Officer is asked to participate in will be paid by the School District, including with particularity, training associated with interacting with students with disabilities and gang, drug and alcohol resistance programs.
 2. In accordance with Section 10-20.68 of the Illinois School Code, the Village shall provide the District with a current certificate of completion of the Illinois Law Enforcement Training and Standards Board School

Resource Officer course or ILETSB approved waiver within one year of the School Resource officer's assignment.

3. The School Resource Officer shall attend specified training during compensated time on topics the District deems important which may be changed or redefined at any time when agreed upon in writing by both the Supervisor and the Superintendent or designee. Where practicable, the District shall also encourage school administrators working with the School Resource officer to undergo training with the School Resource Officer to enhance their understanding of the School Resource Officer's role and the issues encountered by the School Resource Officer.

EXHIBIT B

Overtime Rates

The rates below reflect the current MAP collective bargaining agreement. The terms of this contract runs through April 30, 2029. As new agreement(s) are agreed upon, these rates shall be updated to reflect the current agreement.

	<i>Overtime Rate per hour</i>	<i>Position</i>
26-27	\$64.01	Step 7 SRO
27-28	\$65.93	
28-29	\$67.91	
29-30	TBD	
26-27	\$54.74	Step 3 SRO
27-28	\$59.55	
28-29	\$64.62	
29-30	TBD	

EXHIBIT C

Reciprocal Reporting

I. Reciprocal Reporting

- A. The Parties' designees are hereby authorized and directed to prepare and implement guidelines for reciprocal reporting under the School Code and as otherwise appropriate for the benefit and safety of the District's students and staff and the local community ("Guidelines"). The first set of Guidelines shall be adopted by the District's Superintendent and the Village in substantially the same form as the Guidelines in Section I.B. of this Exhibit C, but such guidelines may be modified if agreed to in writing and executed by all parties. The District's Superintendent and the Village, or their designees, will meet to facilitate and review implementation of the Guidelines as often as necessary, but at least annually during the first quarter of the school year.
- B. **Guidelines for Reciprocal Reporting.** The School District and the Village, pursuant to Section 1-7(A)(8) of the Juvenile Court Act (705 ILCS 405/1 *et seq.*), Sections 10-20.14 and 22-20 of the Illinois School Code (105 ILCS 5/1 *et seq.*) and Section 10/6(a)(6.5) of the Illinois School Student Records Act (105 ILCS 10/1 *et seq.*), agree to and hereby establish guidelines for a reciprocal reporting system between the Village Police Department as the local law enforcement agency and the District regarding criminal and civil offenses committed by students. The following guidelines are intended to meet the requirements of the Juvenile Court Act, the Illinois School Student Records Act, and Sections 10-20.14 and 22-20 of the Illinois School Code, to reduce juvenile crime, and to increase school safety by promoting the exchange of appropriate information between the police and school officials. To the extent that any provision of these guidelines may conflict with any provision of law, as may be amended from time to time, the applicable law shall govern.
- i. Each party to this Agreement shall designate one or more persons (the "School Officials" as designated by the District and the "Police Officials" as designated by the Village) who shall transmit information and receive information from the designees of each agency and have primary responsibility for implementing these guidelines. The School Officials and Police Officials shall provide each other, at the start of each new school year and updated as necessary, with their regular and emergency telephone numbers, mobile numbers, and email addresses.
 - ii. Unless a certain type of communication is required by law to be in writing, information may be communicated verbally among the School Officials and the Police Officials at any time deemed necessary by either Officials.
 - iii. Information in written form may be transmitted among the School Officials and the Police Officials by any agreed-upon method, including, without limitation, United States mail, hand delivery, email correspondence, or facsimile; such sharing or written information may be according to an agreed-upon schedule, or on an

as-needed basis, or as required by law.

C. Confidentiality and Records

- i. *Content of Criminal Activity Information.* All criminal activity information shall include the names of all involved persons, including School District students and minors, except in cases where the name of the victim is protected under the Rights of Crime Victims and Witnesses Act (725 ILCS 120/1, *et seq.*), as amended, or other applicable law.
- ii. *Confidentiality of Records and Criminal Activity Information.* Any law enforcement and student records subject to disclosure under this Agreement shall not be disclosed or made available in any form to any person or agency other than as set forth in this Agreement or as authorized by law or court order. Police Officials and School Officials shall develop procedures to ensure such nondisclosure of criminal activity information. Such procedures shall be designed to also ensure that any criminal activity information is not available to other employees, or any persons other than as authorized by this Agreement or by law.
- iii. *Non-Educational or School Records.*
 - a. School Officials shall follow State and federal laws regarding student records.
 - b. All reports and records shared by Police Officials with School Officials shall be kept in a secure location and shall not be a public record. Such information shall be kept separate from and shall not become a part of the student's official school record. The information shall be used by School Officials solely to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the schools.

II. Reporting of Student Criminal Activity.

1. **Law Enforcement Referrals.** No later than July 1, 2027, the Parties shall reach agreement on procedures to document the number of K-12 students referred to the Police Department, including the School Resource Officer, if any, wherein there will be documentation of the number of total students referred, as well as documentation of the number of times each individual student was referred in instances that occurred on school grounds, during school-related events or activities (regardless of whether it was in-person or virtual), or while taking school transportation.
2. **By School Officials to Police Officials.**
 - a. School Officials will promptly report to the Police Officials any alleged or suspected criminal activity or civil violation committed by students enrolled in The District. In accordance with the Illinois School Code and the Illinois

School Reporting of Drug Violations Act, 105 ILCS 5/10-27.1, 27.1A, 27.1B and 105 ILCS 127/1, School Officials are required to and will report the following incidents involving a student enrolled in The District to Police Officials:

- i. Criminal gang activity;
 - ii. Weapons such as guns and knives, explosives, impact devices, or any item used as a weapon;
 - iii. A firearm on school property or on a school bus – firearm is defined as any device, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas or escape of gas; excluding, however, paint ball, bb guns, spring gun, pneumatic gun;
 - iv. A verified incident involving drugs on school property, within 1,000 feet of the school or on a school bus;
 - v. Fights or other violent activity that might reasonably carry over into the community;
 - vi. Abuse, neglect, lock-out, and runaway situations;
 - vii. Acts of vandalism;
 - viii. A complaint of battery committed against any school employee;
 - ix. Other activities involving students that threaten the safety of students or community members. on or off school property; or
 - x. Any state or federal crime occurring or which has occurred on school property or at a school event, which might reasonably carry over into the community.
- b. The School Officials will share information with the appropriate law enforcement agencies regarding the arrest of a student who is less than 18 years of age and is enrolled in the school when the arrest was for any offense listed in the Juvenile Court Act of 1987 (705 ILCS 405/1-7).
- c. The School Officials sharing such information under Section B.iv.2 of this Exhibit C should identify the student by name and describe the circumstances of the alleged criminal activity or civil violation. Any time local law enforcement makes a request to School Officials that School Officials shall share such information described in Section B.iv.2 of this Exhibit C, local law enforcement officials will provide School Officials with written certification that local law enforcement will not disclose the information received pursuant to the request to any other party except as provided under law or order of the court in accordance with subsection 6(a)(6.5) of the *Illinois School Student Records Act*, 105 ILCS 10/6(a)(6.5), or unless another exception to the prohibition on sharing school student records from Section 6(a) of the *Illinois School Student Records Act* applies, 105 ILCS 10/6(a). Nothing in this Section is intended to limit the application of Subsection 6(a)(7) of the *Illinois School Student Records Act*, 105 ILCS 10/6(a)(7), which permits the sharing of school student records by any party to the appropriate persons subject to regulations of the State Board of Education without the prior written consent of the

student's parent/guardian if, in connection with an emergency, the knowledge of such information contained within the school student records is necessary to protect the health or safety of the student or other persons.

- d. When the activity or conduct of a District student constitutes an imminent threat to the safety of students or community members or the student, or where information regarding the activity or conduct of a District student may assist in the protection or safety of District students or community members, information regarding such student's activity may be disclosed to the Police Department as soon as possible. Otherwise, the information will be shared within 2 business days after the information becomes known to the School Officials. If such information later becomes part of the student's school record under the provisions of the *Illinois School Student Records Act*, 105 ILCS 10/1 *et seq.*, The District will not disclose the information from the student's school records to the Police Department without specific written consent of the student's parent/guardian (or the student if age 18 or older), by an order of a court of proper jurisdiction, or as otherwise permitted by law (23 Ill. Admin. Code 375.60). A student's school record for the purposes of this Agreement is defined according to Section 2(d) of the *Illinois School Student Records Act*, 105 ILCS 10/2(d).
- e. Written information regarding student activities reported under this Exhibit C may be shared with Police Officials if (a) it relates to an immediate threat to the safety of School District students or community members, (b) specific written parental consent is provided, (c) a court of proper jurisdiction orders the release, or (d) as provided for in Section 6(a)(6.5) of the *Illinois School Student Records Act*.
- f. In accordance with Section 10/6(a)(6.5) of the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*) and consistent with these Guidelines, the District may release school student records or information to juvenile authorities when necessary for the discharge of their official duties upon a request for information prior to adjudication of the student if certified in writing that the information will not be disclosed to any other party except as provided under law or order of court. "Juvenile authorities" include probation officers for the student authorized by the judge hearing the case, law enforcement officers, and prosecutors. and others as defined in Section 10/6(a)(6.5).

3. By Police Officials to School Officials.

- a. Police Officials will report to School Officials the same type of information referenced in Section B.iv.2 above, within the same time frames, where the activity by students or others might reasonably carry over onto school grounds or into school activities.
- b. As provided by Section 1-7(A)(8) of the *Juvenile Code Act* (705 ILCS

405/1-7(A)(8)), Police Officials will report to School Officials within the time frames referenced in Section B.iv.2 above and disclose the law enforcement records of a minor enrolled in the District's schools who has investigated for, been taken into custody, or arrested for any of the following offenses or suspected offenses:

- i. Any violation of Section 24 of the Criminal Code;
 - ii. A violation of the Illinois Controlled Substances Act;
 - iii. A violation of the Cannabis Control Act;
 - iv. A forcible felony as defined in Section 2-8 of the Criminal Code, including murder, criminal sexual assault, robbery, burglary, arson, kidnapping, aggravated battery resulting in great bodily harm or permanent disability or disfigurement, and any other felony that involves the use or threat of physical force or violence;
 - v. A violation of the Methamphetamine Control and Community Protection Act;
 - vi. A violation of Section 1-2 of the Harassing and Obscene Communications Act;
 - vii. A violation of the Hazing Act; 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, 25-2 or 25-5 or the Criminal Code.
- c. As required by Section 22-20 of the Illinois School Code (105 ILCS 5/22.20), Police Officials shall report to School Officials whenever a student enrolled in one of the District's schools is detained for proceedings under the Juvenile Court Act or for any criminal offense or any violation of a municipal or County ordinance. The report shall include the basis for the detention. The circumstances surrounding the events which led to the student's detention, and the status of the proceedings. Police Officials shall periodically update the report as significant stages of the proceedings occur in order to notify School Officials of developments and the disposition of the matter. All such reports shall be kept in a secure location separate from the student's official school record and shall be used by School Officials solely to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the schools.
- d. In administering Section 22-20 of the School Code and these guidelines, Police Officials shall report to School Officials conduct involving any offense outlined in Section B.iv.3.b above, and other offense as required by law, or an appearance in court as a juvenile or an adult for any other offense, other than a minor traffic offenses. The report shall include the basis for the detention, the circumstances surrounding the detention, and the status of the proceedings. Police Officials shall periodically update the report as significant stages of the proceedings occur and with the disposition of the matter. Police Officials shall also share information with

School Officials where student misconduct outside of school is likely to be carried into school or school activities, or has a significant impact on the safety and well-being of students, staff, and community members associated with the schools.

- e. Under these guidelines, Police Officials shall provide School Officials with the same information regarding suspected criminal or civil offenses committed by students of any age as is reported for students included in the scope of the Juvenile Court Act, as may be amended from time to time.
- f. As provided by Section 1-7(a)(8) of the Juvenile Court Act, and except as limited or prohibited by other laws or administrative regulations, Police Officials will share information with School Officials concerning a minor who is the subject of a current police investigation that is directly related to school safety unless Police Officials believe that sharing the information will: (i) create a threat of harm to any person, (ii) jeopardize a pending or actually and reasonably contemplated investigation, (iii) interfere with a pending or contemplated law enforcement, administrative, or judicial proceeding; (iv) create a substantial likelihood that a person would be deprived of a fair trial or impartial hearing; (v) disclose unique or specialized investigative techniques; (vi) or cause an unnecessary invasion of a person's privacy. Such information may only be shared verbally. An investigation means an official, systemic inquiry by Police Officials into actual or suspected criminal activity.
- g. Upon request by School Officials, local law enforcement shall notify School Officials of any arrest made by the Police Department of a current District student who is arrested or taken into custody by the Police Department after his or her 18th birthday, including the student's name, charges relating to the arrest and whether the student is incarcerated. Local law enforcement may temporarily withhold such information only when law enforcement reasonably determines that disclosure would (i) jeopardize an active criminal investigation, (ii) interfere with a pending criminal prosecution, or (iii) create a substantial risk of harm to an individual. Once the basis for withholding no longer exists, the information shall be disclosed to School Officials to the extent permitted by law.
- h. Local law enforcement may share or disclose information or records relating or pertaining to juveniles, subject to the provisions of the Serious Habitual Offender Comprehensive Action Program, when that information is used to assist in the early identification and treatment of habitual juvenile offenders. (705 ILCS 405/1-8(G)).
- i. Pursuant to Section 5-905(2.5) of the Juvenile Court Act, Police Officials may report to school officials the identity of the victim of certain specified offenses in an effort to prevent foreseeable future violence.

III. Confidentiality and Records

- A. **Content of Criminal Activity Information.** All criminal activity information shall include the names of any and all District students involved, except in cases where the name or the victim is protected under the Rights of Crime Victims and Witnesses Act, 725 ILCS 120/1. *et seq.* as amended, or other applicable law, or where disclosure of the names of involved persons is prohibited by student records confidentiality or other confidentiality law.
- B. **Confidentiality of Law Enforcement Records and Criminal Activity Information.** Any law enforcement and student records subject to disclosure under these guidelines shall not be disclosed or made available in any form to any person or agency other than as set forth in these guidelines or as authorized by law or court order. Police Officials and School Officials shall develop procedures to ensure such nondisclosure of criminal activity information, except as may be authorized by law or set forth in the guidelines. Such procedures shall also be designed to ensure that any criminal activity information is not available to other employees, except those with a professional and privileged interest in receiving such information in order to take appropriate action, or any persons other than as authorized by these guidelines or by law.
- C. The information derived from the law enforcement record shall be kept separate from and shall not become a part of the official school record of that child, and shall not be a public record. The information shall be used solely by the appropriate School Official(s) whom the school has determined to have a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school. If the designated Police Official and School Officials deem it to be in the best interest of the minor, the student may be referred to in-school or community-based social services if those services are available.
- D. **Current Investigations.** Any information provided to the appropriate School Officials, whom the District has determined to have a legitimate educational or safety interest, by local law enforcement officials about a minor who is the subject of a current police investigation that is directly related to school safety shall consist of oral information only, and not written law enforcement records, and shall be used solely by the appropriate School Official(s) 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 Police Officials, if reduced to writing, shall be kept separate from and shall not become a part of the official school record of the child and shall not be a public record unless required by law. This limitation on the use of

information about a minor who is the subject of a current police investigation shall in no way limit the use of this information by prosecutors in pursuing criminal charges arising out of the information disclosed during a police investigation of the minor. For purposes of this paragraph, "investigation" means an official systematic inquiry by a law enforcement agency into actual or suspected criminal activity.

- E. **Illinois School Student Records.** This Section II and the guidelines outlined in Exhibit C are intended to satisfy Section 6(a)(6.5) or the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5), which authorizes a school district to release information to law enforcement officers and other juvenile authorities as defined in Section 6(a)(6.5) when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information disclosed by the school will not be disclosed to any other party, except as provided by law or order of court.
- F. **School Resource Officer Records.** School Officials shall follow State and Federal laws regarding student records. Consistent with Section 10/2(d) of the Illinois School Student Records Act, reports of Police Officials working in a school shall be deemed the reports of a law enforcement professional and shall not be considered a student record 105 ILCS 10/2(d). For purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C.1232(g), reports of the Police Officials designated to work with The District pursuant to these guidelines shall not be considered educational records.
- G. **Freedom of Information Act.** Records in the possession of the District and/or the Village related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). If the District or the Village receives a FOIA request for any District digital images or records created or maintained pursuant to this Agreement, the receiving Party shall immediately notify the other Party and shall immediately provide any such records requested in order to timely respond to any FOIA request received. The District or Village will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released.

IV. Use of Body Worn Cameras by Police Officers on School District Property

- A. **Law and Training.** The Parties agree that any use of Body Worn Cameras ("BWCs") by law enforcement officers on District property must be subject to and in compliance with the *Law Enforcement Officer-Worn Body Camera Act* (50 ILCS 701/10- 1 et seq.). The Police Chief or his/her designee will provide the District with the Village's written policy regarding the use of BWCs. Every officer equipped with a BWC shall be trained in the operation of the equipment prior to its use.

B. **General Usage of Body Worn Camera.** Law enforcement officers, when acting in the capacity of a school resource officer, shall only activate BWCs during a law enforcement-related encounter or activity. The law enforcement officer's BWC shall not be activated except in the following situations:

- i. Any self-initiated activity where it is previously known or facts develop that a custodial arrest will be made or other law enforcement-related activity will occur;
- ii. Any self-initiated activity where it is previously known or facts develop that the questioning or investigation will or is reasonably likely to be used in later criminal charges;
- iii. When feasible, when the contact becomes adversarial, the subject exhibits unusual or aggressive behavior, or circumstances indicate that an internal complaint will likely be filed; and
- iv. As otherwise required by state law.

C. **Prohibited Uses of Body Worn Cameras.** The body worn camera shall not be activated when law enforcement officers, acting in the capacity of a school resource officer, are engaged in community caretaking functions, such as:

- i. Conversations with students and staff that are unrelated to the investigation of a crime;
- ii. Meetings with school administrators, counselors, deans, and other school personnel to identify and discuss individuals and conditions that could result in delinquent behavior and to develop plans to respond to same;
- iii. Informal and relationship-building conversations with students, staff, parents, and visitors if the law enforcement officer is providing a daily visible police presence and amicable collaboration; and/or
- iv. Discussions and presentations by the law enforcement officer to students and staff for instructional purposes.

D. The Guidelines in this Exhibit C, Section III.B and III.C do not apply to law enforcement officers performing routine law enforcement duties and not acting in the capacity of a school resource officer.

V. **Notice to School District of Recording & Copies.** The Village will timely notify the Superintendent or their designee of any body worn camera recording made of students, parents, employees, or others on school property. The Village may, in its discretion, if not otherwise prohibited by law, provide to the District copies of any such recordings of students, parents, employees, or others upon school property, upon request for such

copies by the District, as a law enforcement record. In the event that the Village receives advice that providing a copy of such videos is prohibited, the Village agrees to utilize its best efforts to facilitate the availability of its officer(s) that made the video to testify, upon request by the District, in any school disciplinary hearing concerning his/her/their knowledge of the facts and circumstances of the videoed incident. Any such film or video taken by, and kept in the possession of the Village's officers may be considered law enforcement records under FERPA, 20 U.S.C. § 1232g and 34 C.F.R. § 99.8 and ISSRA, 105 ILCS 10/2(d). Any copy of such film or video, if permitted by law to be provided to the District, may become an educational record of the District.

VI. Live Streaming Video

- A. The District presently has installed a security surveillance video system (hereinafter referred to as the "Video System") to aid in the safety and security of students, staff, and property, which provides, among other things, real-time video feed through each installed camera, along with the ability to access video recordings; and
- B. The parties recognize that during emergency situations, as defined below, they both will derive substantial benefit from the Police Department having the ability to access the Video System for schools in the District being served by the Village in order to mutually resolve emergency situations, and to allow for critical decisions to be made using real-time awareness of such situations; and
- C. The parties recognize that there are privacy concerns and legal restrictions as to the ability of the Police Department to access recorded video since those video recordings may be considered "education records" within the meaning of the Family Education Rights and Privacy Act ("FERPA") 20 U.S.C. §12329; 34 CFR Part 99 or "school student records" pursuant to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/ *et seq.* The Police Department shall, as permitted by law, erase any images that the Police Department has retained that have become school student records as defined by ISSRA or education records, as defined by FERPA, unless such images are part of an active or reasonably contemplated police investigation into actual or suspected criminal activity. Any images that the Police Department or Village maintains that have become school student records as defined by ISSRA or education records as defined by FERPA must be kept strictly confidential and only disclosed:
 - a. With prior approval of the Superintendent of the School District or the Superintendent's designee;
 - b. In the case of an emergency as defined in Section 375.60 of Title 23 of the Illinois Administrative Regulations, 23 Ill. Admin. Code § 375.60; or

- c. In good faith consultation with the Superintendent of the School District or the Superintendent's designee and in accordance with ISSRA.
- D. An emergency situation is one that poses an imminent threat to life, safety, and health, or property of the District's facilities, students, staff, and other occupants. An emergency situation commences when the Police Department receives a signal alarm, information, or a request at District school served by the Village that necessitates a response to the emergency situation, and does not terminate until all police, fire department, and emergency medical personnel assigned to respond to the emergency situation have departed from the applicable school's facility/facilities.

E. Access to the System Generally

- i. The Police Department shall develop a list of authorized law enforcement personnel who shall have access to the District's Video System. A list of authorized law enforcement personnel, including contact information, position, rank, and the supervisor's contact information of those who are authorized to activate the Video System will be provided to the District by no later than October 31 of each year of this Agreement, which list will be incorporated as part of this Agreement. Such list shall be updated as necessary and will be treated as a confidential document.
- ii. The District shall provide the Police Department with logins and passwords needed to permit authorized members of the Police (hereinafter referred to as "Police User") to access the Video System for applicable District schools on an as-needed basis, with the approval of the District, but without prior approval in cases of emergency situations, as defined above. Each Police User shall have a unique login and password. It should be understood by Police Users that a record of all logins, including duration of time logged in and selected camera views, is maintained in the normal course of business by the District's surveillance system database.
- iii. The Police Department agrees to provide the District with written notice whenever a Police User ceases to be actively employed by the law enforcement agency, including, but not limited to, suspension or termination. Notification of employment action shall be made as soon as reasonably possible, but not later than five (5) business days from such employment action, in order to allow the District to temporarily disable the Police User's account as may be necessary.

F. Conditions of Access to Live Video Feed and Recordings

- 1. Police shall be permitted to access the Video System to view the interior, as well as the exterior live video feed of applicable schools in cases of

emergency situations, as defined in this Agreement, without the need to make notification to the District.

2. Authorized Police Users that are not assigned to a District facility as an SRO may not access the Video System during non-emergency situations to view live video feed.
3. The parties agree that the Police shall not record or attempt to record live video feeds, as well as saved video feeds obtained through the Video System. The parties further agree that if the Police Department requires copies of video recordings in a non-emergency situation, a request shall be made to the District, which shall provide copies in accordance with the District policies and applicable law, including but not limited to FERPA, ISSRA, and their implementing regulations.
4. For the protection of the Police Department and the District, a periodic audit may be performed by the District's Safety and Security Coordinator, the District's Student Services Department, and/or the District's Information Technology Department.
5. The District's digital images are automatically recorded and maintained for a limited time period. The Police Department shall not retain any recordings beyond the automatic maintenance period unless such images are part of an active or reasonably contemplated police investigation into actual or suspected criminal activity. The Police Department will provide notice to the Superintendent of such extended retention and maintenance beyond ninety (90) days.