

## **2.5 APPROVAL OF THE POLICE LIAISON AGREEMENT FOR 2025-2026**

### **A. SUBJECT**

This item is included on the agenda so the Board of Education can approve the Police-High Schools Liaison Agreement for 2025-2026 with the City of Woodstock.

### **B. INFORMATION**

Each year the District renews the intergovernmental agreement with the City of Woodstock for the Police-High Schools Liaison program. This agreement includes a full-time position at each high school. The City is requesting \$139,470.00 for the 2025-2026 school year.

### **C. RECOMMENDATION**

The Superintendent recommends approval of the agreement.

### **D. SUGGESTED MOTION**

This item will be included in the Consent Agenda motion.

## **POLICE/HIGH SCHOOL LIAISON AGREEMENT**

THIS AGREEMENT MADE AND ENTERED INTO this 17<sup>th</sup> day of June 2025 by and between the CITY OF WOODSTOCK, a Municipal Corporation (hereinafter referred to as "City") and BOARD OF EDUCATION OF WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT NO. 200, McHenry County, Illinois (hereinafter referred to as "School District"):

WITNESSETH:

WHEREAS, the City is a Municipal Corporation organized and existing under the law of the State of Illinois; and,

WHEREAS, the School District is a Community Unit School District organized and existing under the laws of the State of Illinois; and,

WHEREAS, both the City and the School District are authorized and empowered to contract with one another pursuant to the provisions of the Constitution of the State of Illinois of 1970, Article VII, Section 10, and Section 3 of the "Intergovernmental Cooperation Act" (5 ILCS 220/3); and,

WHEREAS, the City and the School District have determined through their respective governing bodies that it is in their respective best interests to enter into an Agreement to provide for a Police/High School Liaison Program:

NOW THEREFORE in consideration of the premises and other mutual and valuable consideration, the receipt and sufficiency whereof is herewith acknowledged, the parties hereto agree as follows:

1. **PROGRAM.** The Chief of Police ("Chief") will assign a City Police Officer to both the Woodstock High School and Woodstock North High School ("Schools") to act as Police/High School Liaison Officers ("Liaison Officers") for the 2025-2026 school year. The Liaison Officers assigned will remain full-time employees of the City and its police department, which shall have primary authority and control over the Liaison Officers. The school principals may exercise secondary authority over the Liaison Officers while the Liaison Officers are assigned to the Schools, are on school property, on school days and while school is in session, and during co-curricular and athletic events.

The Liaison Officers shall establish and operate such programs and activities as are consistent with the intent of this program and as determined by the Chief and the school principals. Duties and responsibilities, once established, may be changed, expanded or redefined by mutual agreement of the Chief and the school principals.

The Liaison Officers shall be responsible for the original investigation of all criminal offenses and alleged criminal activity, at the request of the school principals or his/her designees, or as instructed by the Liaison Officers' police supervisor, which occurs during the regular school day on school property while the Liaison Officers are on duty.

The Liaison Officers shall initially respond to all calls for service at or around school property while on duty. The Liaison Officers shall be responsible for conducting these investigations in addition to and in conjunction with the Liaison Officers' other defined duties and responsibilities.

When school is not in session, the Liaison Officers shall have no school liaison duties and shall be reassigned to regular police duties.

City shall ensure that, in accordance with 105 ILCS 5/10-20.68, the Liaison Officers have completed training and certification through the school resource officer course provided by the Illinois Law Enforcement Training and Standards Board under 50 ILCS 705/10. This training requirement may be waived if the School District and City agree that the Liaison Officers have prior experience and training that satisfies the training requirement and that an application for waiver of the school resource officer training is appropriate, and such application for waiver is submitted to and approved by the Illinois Law Enforcement Training and Standards Board in accordance with the foregoing statute.

2. DUTIES AND RESPONSIBILITIES. The duties and responsibilities of the Liaison Officers include, but are not limited to the following:

- a. To promote a positive relationship and enhance communication between police, students and staff at the Schools.
- b. Identify potential problems and define solutions.
- c. File appropriate case reports of all criminal incidents and criminal activity with the Woodstock Police Department. Reports of criminal activity on school property shall be filed with the City only.
- d. Investigate such cases as described in Section 1 of this Agreement and such other cases as assigned by the Liaison Officers' police supervisor.
- e. Enforce all federal, state and local statutes, laws and ordinances. Matters of School discipline shall be handled by the appropriate School staff members.
- f. Represent the police department in any court action arising from the investigation of any criminal or unlawful activity as a result of official action taken by the Liaison Officers.
- g. Make such classroom presentations as directed by the school principals or designees.
- h. Report to his/her assigned police department supervisor as required by the Chief.
- i. Report to such School staff member as designated by the school principals and Chief.
- j. Assist in securing the Schools and surrounding property from the parking of unauthorized vehicles; secure the building and grounds from the entry of

unauthorized persons into the School buildings or onto the Schools' grounds and to prevent loitering in the School areas.

- k. Assist School staff in the event of any emergency.
- l. Promote a positive relationship between the Woodstock Police Department and School staff and counselors in order to identify potential problems and define solutions.
- m. Maintain a record of daily activities.
- n. Meet as necessary or required with the Schools' and Police administrators to discuss and evaluate the program and program activities.
- o. Serve as advisor for students in the area of the officer's expertise and specifically for students with problems involving violations of the law. The Liaison Officers may, with the consent of a School counselor and any student (and parent/guardian), participate in any counseling session conducted by School professional staff. The Liaison Officers shall have no other counseling responsibility or privileges.
- p. Assist in the development of prevention programs as directed by the Chief and school principals.
- q. Maintain liaison with police department personnel and School officials to promote a comprehensive knowledge of youth activity within the Schools and the community.
- r. Develop and maintain sources of information to aid in the prevention and investigation of criminal youth activities and related matters.
- s. Perform such other duties as may be assigned.
- t. In the event of any emergency, the Chief may assign the Liaison Officers to regular departmental duties, notwithstanding the fact that such assignment may occur during normal school hours.
- u. Abide by the School District's rules and regulations for its employees.
- v. As requested by the School District, cooperate with student disciplinary hearings, except to the extent in conflict with law enforcement responsibilities.

3. CONFLICTS. In the event of a conflict between any request, instruction, designation or order given by the Liaison Officers' police supervisor and the school principals or his/her designees related or pertaining to the same original investigation of criminal activity or alleged criminal activity, duty, responsibility or activity occurring during the regular school day on school property, the request, instruction, designation or order of the Liaison Officers' police supervisor shall take precedence over any request, instruction, designation or order of the school principals or his/her designees.

4. STAFFING.

- a. The Chief shall assign two full-time regularly constituted police officers to the Schools to act as the Liaison Officers. Before making the assignment of the Liaison Officers, the Chief shall provide the school principals with the names of all officers qualified to act as the Liaison Officers. The school principals shall interview the officers selected by the Chief, and the assignment of the police officers to act as Liaison Officers shall be made upon the recommendation of the school principals based on the interviews conducted. Upon mutual consent of both parties, the Liaison Officers may be reassigned for the successive year and the foregoing process waived.
- b. The Liaison Officers shall begin their tour of duty on the first day of the school term commencing in August, 2025, and continue daily while school is in session until the last day of classes of the regular school year.
- c. The school principals or a designated staff member shall coordinate the daily duties and activities of the Liaison Officers in consultation with the Chief or his/her designated staff member.

5. TERM OF THE AGREEMENT. This Agreement is a limited term agreement and shall commence at the beginning of school in August, 2025 and end on the last day of school in May, 2026.

In addition to the foregoing, this Agreement may be terminated by either party at any time upon thirty (30) days written notice to the other party of an intention to terminate the Agreement.

6. COST. The salary, benefits and expenses of the Liaison Officers shall be paid by the City. The School District agrees to reimburse the City as and for its proportionate share of the salary, benefits, holiday pay and uniform allowance of the Liaison Officers in the amount of \$139,470.00 for the 2025-2026 school year.

The School District shall pay its share of the cost of the Liaison Officers, as described here, in two equal installments of \$69,735.00 on November 1, 2025 and March 1, 2026.

7. INDEMNITY. The School District shall indemnify and hold the City harmless from any and all losses, costs, demands, damages, actions or causes of action, including attorneys' fees arising out of, proximately caused by or incurred by reason of any act or omission of the School District.

The City hereby indemnifies and shall hold the School District harmless of and from any and all losses, costs, demands, damages, actions or causes of action, including attorneys' fees arising out of, proximately caused by or incurred by reason of any act or omission by the Liaison Officers occurring on School property while either acting outside of the scope of this Agreement or acting under the specific direction and/or control of a City Police Supervisor. To this end, the City shall maintain all applicable liability policies in order to maintain coverage for the Liaison Officers.

8. NOTICES. Any notices may be sent to the respective parties at the following respective addresses:

To the City: Chief John Lieb  
Woodstock Police Department  
656 Lake Avenue  
Woodstock, IL 60098

To the School District: Superintendent Michael Moan, EdD  
Woodstock Community Unit School District No. 200  
2990 Raffle Road  
Woodstock, IL 60098

9. EFFECTIVE DATE. This Agreement shall be effective upon its approval by the City Council of the City of Woodstock and execution by the Mayor and City Clerk and upon approval of the School Board of Woodstock Community Unit School District No. 200 and the execution by the President and Secretary of the Woodstock Community Unit School District No. 200 Board.

10. COMPLIANCE WITH LAWS. The Parties shall comply with all applicable laws, ordinances, rules, regulations and codes in performing their respective obligations hereunder.

11. ACCESS TO RECORDS. The School District and the Liaison Officers will have access to education records and law enforcement records relating to students under the terms set forth in Exhibit A hereto and as otherwise allowed or restricted by applicable law.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals all as of the day and year first written above.

BOARD OF EDUCATION OF  
WOODSTOCK COMMUNITY UNIT  
SCHOOL DISTRICT NO. 200

BY: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

CITY OF WOODSTOCK, a Municipal  
Corporation

BY: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

## EXHIBIT A

### ACCESS TO RECORDS

**A. School District Records.** The Parties acknowledge and agree that all student, personnel, medical, and School District-related business records generated by School District employees or students shall be the property of the School 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), and all rules and regulations governing the release of student, personnel, and medical records. The Liaison Officers may have access to personally identifiable information (“PII”) in student records as follows:

- 1) The Liaison Officers may have access to “directory information” of students as needed to perform duties under this Agreement.
- 2) The Liaison Officers may have access to live feed of security cameras in the School District pursuant to authorization of the Superintendent or School Principals. 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.3 below.
- 3) The Liaison Officers may have access to other (non-directory) student record information pursuant to the following legal guidelines, as interpreted and approved by the Superintendent or School Principal:
  - i) The Liaison Officers may receive PII from the School District as a “school official” performing Liaison Officer duties under this Agreement when the Liaison Officers have 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 School District, and the Liaison Officers 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 City 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.
  - ii) The Liaison Officers may receive PII from the School District if such PII is related to student criminal activity pursuant to an applicable reciprocal reporting agreement entered into between the School District and the City (“Reciprocal Reporting Agreement”), when necessary for the discharge of his official duties to effectively serve, prior to adjudication, the student whose records are released. The Liaison Officers will not disclose that information to third parties outside the City’s Police Department.
  - iii) 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 Liaison Officers in connection with the performance of services under this Agreement may constitute law enforcement records. In accordance with law, all records generated and maintained solely by the Liaison Officers and the City shall not constitute student records.