

**AGREEMENT BETWEEN THE CITY OF WEST CHICAGO AND THE BOARD OF
EDUCATION OF WEST CHICAGO SCHOOL DISTRICT #33**

This agreement is entered between the City of West Chicago (the “City”) and the Board of Education of West Chicago Elementary School District #33 (the “School District”).

WHEREAS, the Illinois School Code, 105 ILCS 5/10-20.14(b), requires the School District parent - teacher advisory committee, in cooperation with local law enforcement agencies, to work with the Board of Education to develop "policy guideline procedures" for the establishment and maintenance of a reciprocal reporting system between the School District and local law enforcement agencies regarding criminal offenses committed by students; and

WHEREAS, under the Illinois School Student Records Act, 105 ILCS 10/6, school student records are considered confidential and no school student records, or information contained therein may be released, transferred or disclosed except as permitted by the Illinois School Student Records Act; and

WHEREAS, under the Juvenile Court Act of 1987, 705 ILCS 405/1-7, law enforcement records are considered confidential and the inspection and copying of such records that relate to a minor who has been investigated, arrested or taken into custody before his or her 18th birthday are restricted to those exceptions in the Juvenile Court Act; and

WHEREAS, the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5), and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, authorize school districts to release school student records and information to juvenile authorities (including law enforcement officers) when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information will not be disclosed to any other party except as provided under law or order of court; and

WHEREAS, the Juvenile Court Act of 1987, 705 ILCS 405/1-7(A)(8), authorizes law enforcement agencies to allow appropriate school officials to inspect and copy law enforcement records under a reciprocal reporting system for certain offenses and under certain specified circumstances; and

WHEREAS, the School District and the City agree that enhanced communication between these entities under a reciprocal reporting agreement would promote the safety and well-being of students and community residents; and

WHEREAS, the School District and the City are authorized to enter into this agreement pursuant to the Illinois School Code, 105 ILCS 5/10-20.14, the Illinois Constitution, art. VII, §10(a) et seq., and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW THEREFORE, the School District and the City hereby agree as follows:

1. **ESTABLISHMENT OF A REPORTING SYSTEM.** The School District and the City hereby enter into this Agreement to establish and maintain a reciprocal reporting system between the School District and the City of West Chicago Police Department (“Police Department”) regarding juvenile and criminal offenses involving students.

2. **REPORTING AND INFORMATION SHARING.** The School District and the Police Department acknowledge and agree to act in good faith to comply with the reporting responsibilities and limitations set forth herein, and as required by applicable law.
3. **DESIGNATED REPRESENTATIVES.** The Police Department will designate an appropriate employee (the "Police Department's Designee") to be the School District's contact person for purposes of this Agreement. The School District's Superintendent shall provide the Police Department's Designee with a list of administrators to be contacted, as needed, containing regular and emergency telephone numbers, and identifying the particular types of problems for which particular administrators are to be contacted. The administrators identified in the list shall be considered the "Appropriate School Official" for purposes of subsection 1-7(A)(8) of the Juvenile Court Act, 705 ILCS 405/1-7 as amended, whom the School District has determined to have a legitimate educational or safety interest to protect the safety of students or employees in the school and aid in the proper rehabilitation of the child. The Police Department's Designee will provide the Superintendent with a primary and two back-up contacts, who shall be considered the "Police Department's Representatives".
4. **SCHOOL DISTRICT AUTHORITY TO REPORT STUDENT CRIMINAL ACTIVITY.** The Superintendent or School Principal, or their designee(s), will report any alleged or suspected criminal activities committed by a student enrolled in School District (See 1996 Ill. Atty. Gen. Op. 96-040).

SCHOOL DISTRICT DUTY TO REPORT STUDENT CRIMINAL ACTIVITY. The Superintendent and/or School Principal(s), or their designees, must report certain incidents involving firearms, drugs and attacks on school personnel, as set out below. When a report may be required of both the Superintendent and Principal, a single report from one or the other shall meet the duty to report.

The School District agrees to notify the Department when the safety and welfare of students and teachers are threatened by:

- a) Possession of a firearm and any incident involving a firearm in a school or on school owned or leased property, at any school sponsored event, and on any transportation vehicle, that is owned, leased or used by the school for its students or school personnel. See 105 ILCS 5/10-27.1A, as amended. (immediately)
- b) Illegal use or possession of weapons such as a bludgeon, knife/blade, explosives, stun gun, or any other dangerous or deadly weapon or instrument of like character (immediately)
- c) Illegal possession of drugs and alcohol in a school or on school-owned or leased property or on any transportation that is owned, leased or used by the school for its students or school personnel. "Drugs" means "narcotic drug" as defined under subsection (aa) of Section 102 of the Illinois Controlled Substances Act, as amended [720 ILCS 570/102], "cannabis" as defined under Section 3 of the Cannabis Control Act, as amended [720 ILCS 550/3], or "methamphetamine" as defined under Section 10 of the Methamphetamine Control and Community Protection Act, as amended [720 ILCS 646/10]. See 105 ILCS 5/10-27.1B (within 48 hour)
- d) Illegal gang activity

- e) All incidents of battery committed against staff See 105 ILCS 5/10-21.7, as amended. (immediately)
- f) Abuse, neglect, lock-out and runaway situations (immediately)
- g) Vandalism
- h) Other activities involving student which threaten the safety of students or community members on or off campus (immediately)
- i) Any State of Federal crime occurring on school property or at a school event which might reasonably carry over into the community.

5. **SCHOOL DISTRICT RELEASE OF SCHOOL STUDENT RECORDS AND RECORD INFORMATION TO POLICE DEPARTMENT.** School officials shall follow state and federal laws regarding school student records, which are considered confidential, and no school student records or information contained therein may be released, transferred or disclosed except with parental consent or as otherwise permitted by the Illinois School Student Records Act, 105 ILCS 10/1 et seq., as amended. The following exceptions permit the release of student records and information to the Police Department without parental consent:

- a) **Adjudication of Student by Juvenile Court.** School districts can release student records and information to the Police Department, upon the request of the Police Department, when necessary for the discharge of their official law enforcement duties, prior to adjudication of the student and upon written certification from the Police Department that the information or records disclosed by the school will not be disclosed to any other party, except as provided by law or order of court. 105 ILCS 10/6, as amended.
- b) **Emergency Release of Information.** Records and information may be released to the Police Department if such information is needed by the Police Department to protect the health or safety of the student or other persons, provided that the parents are notified no later than the next school day after the date the information is released, the date of release, the fact that the information was shared with the Police Department, and the purpose of the release. The factors to be considered in determining whether an emergency exists requiring the release of student information include:
 - i. **Degree of Threat.** Seriousness of threat to health/safety of student or others;
 - ii. **Need.** Need for records to meet the emergency;
 - iii. **Police Department Involvement.** Whether the Police Department is in a position to deal with the emergency; and
 - iv. **Urgency.** Extent to which time is of the essence in dealing with the emergency. 105 ILCS 10/6, as amended; 23 Il. Admin. Code §375.60
- c) **Law Enforcement Records Not School Records.** It is recognized that the information maintained by law enforcement officers working in the school are not student records. 105 ILCS 10/2(d), as amended.

6. **POLICE DEPARTMENT TO SHARE LAW ENFORCEMENT DATA WITH SCHOOL DISTRICT.** The Police Department will comply with applicable state and federal law in implementing these procedures. In furtherance of the information-sharing hereunder, a Police Department's Representative may:

- a) **Students Under 18 Years Old.** Provide copies of law enforcement records to, or permit inspection of those records by, the Appropriate School Official or Officials for minors enrolled in the School District if the minor has been arrested or taken into custody before his or her 18th birthday for the offenses listed below, provided that the Police Department or officer believes that there is an imminent threat of physical harm to students, school personnel or others who are present in the school or on school grounds. Inspection and copying shall be limited to law enforcement records transmitted to the Appropriate School Official or Officials.
 - i. any violation of Article 24 of the Criminal Code of 1961 or the Criminal Code of 2012, as amended;
 - ii. a violation of the Illinois Controlled Substance Act, as amended;
 - iii. a violation of the Cannabis Control Act, as amended;
 - iv. a violation of the Methamphetamine Control and Community Protection Act; as amended; and
 - v. a forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012, as amended;
 - vi. a violation of Section 1-2 of the Harassing and Obscene Communications Act, as amended;
 - vii. a violation of the Hazing Act, as amended; or
 - viii. a violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12-3.4, 12-3.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the Criminal Code of 1961 or the Criminal Code of 2012, as amended.

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

Any information provided to appropriate school officials whom the school has determined to have a legitimate educational or safety interest by the Police Department about a minor who is the subject of a current Police Department 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 or Officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from the Police Department 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 (See 705ILCS 405/1-7, as amended).

7. **COOPERATION BETWEEN SCHOOL DISTRICT AND POLICE DEPARTMENT.** Nothing in this policy and procedure is intended to limit or restrict the duty and authority of the School District to request Police Department services for disturbances or other emergencies

occurring in or around any of its school buildings, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the School District to provide information or otherwise cooperate in School District and law enforcement investigations, including but not limited to providing witness statements and testimony in juvenile or criminal adjudications, or in school discipline proceedings.

8. **SCHOOL RESOURCE OFFICERS (SROs).** Based upon manpower availability, the Police Department's Chief of Police shall select up to two sworn police officers, who shall be permanent full-time members of the Police Department, as the SRO(s). The SRO(s) shall at all times remain under the direction and control of the Chief of Police, pursuant to the established chain of command within the Police Department, and shall be subject to discipline in accordance with the Police Department's rules and regulations concerning members of the Police Department, as the same may be amended from time to time.

The Chief of Police shall give consideration to the following criteria in selecting the SRO:

- a) The ability to work effectively with the School District's students, faculty, and administrators toward the accomplishment of the program's goals.
 - b) The ability to project a positive police image in the school(s) and the community.
 - c) The ability to address a variety of police and school programs in a professional and courteous manner.
 - d) The level of expertise in investigative procedures and techniques related to youth matters.
 - e) The level of expertise in State laws and local ordinances related to juvenile offenders.
 - f) The level of expertise in the procedures of the juvenile courts and the Illinois Youth Commission.
 - g) Input from the School District's Superintendent or her designee.
9. **ASSIGNMENT OF SCHOOL RESOURCE OFFICER(S) SRO(s)".** The Police Department shall assign the SROs to perform the following duties:
 - a) Patrol of the school buildings and grounds during regular school hours and school-sponsored extracurricular activities during the SRO's regular shift; work by the SRO after his/her regular shift or work done by any other officer will be invoiced separately.
 - b) Investigation of criminal activities which occur in the school buildings and/or on the school grounds.
 - c) Provision of pre-court intervention between the Police Department, the District, the students, and their parents.
 - d) Assistance in obtaining services for students from social service agencies.

- e) Conduct of instructional programs, in conjunction with the school staff, for students, parents, and/or school staff relating to law enforcement issues and topics, including substance abuse, gang activities, domestic violence, and sexual abuse.

The SRO(s) work schedule will be according to the School District's calendar, including but not limited to, the School District's work year, work days, and hours. The School District shall submit a schedule to the Police Department.

The SROs may be assigned to other, non-school related police functions during such periods when the schools are not in session, such as vacation and holiday periods, and shall always be subject to call for other non-school related police functions as the Police Department's Chief of Police or Deputy Chief deem reasonable and necessary.

The SRO(s) shall report to his/her designated school location, on normal school days, for an 8-hour day, Monday through Friday. If the School District requests a second SRO, then the shifts may be staggered as determined by the School District. The School District will provide the Police Department a schedule.

10. **COSTS OF SCHOOL RESOURCE OFFICER (SROs).** The SRO shall be an employee of the Police Department and shall receive compensation and benefits from the Police Department in accordance with the Collective Bargaining Agreement between the City and the Fraternal Order of Police.

The School District shall reimburse the City for 50% of its costs relating to the SRO, at an initial rate of \$167,900 per SRO (2022-2023 School Year amount). For each subsequent school year, the rate shall increase by 7.5% and be rounded up to the nearest one hundred dollars; this annual adjustment represents the blended percentage increase for salary, benefits, insurance, and pension. The School District shall make such reimbursement payments in two (2) equal installments each year, one installment being due on or before August 31st of each year and the other installment being due on or before January 31st of each year. Should the Police Department have a manpower shortage that requires the Chief of Police to temporarily or permanently reassign the SROs to carry out duties not listed in Section 10 of this Agreement when school is in session, the City will reimburse the School District for any time they are not serving as SROs on a pro rata basis.

In addition to reimbursement, the School District will provide office space, telephone, and other commodities in support of the SRO program.

11. **LIVE FEEDS FROM SCHOOL CAMERAS.** The School District will provide access to its live feeds, to one or more of its buildings in the event of a health or safety emergency. Access is strictly to allow the Police Department's officers to become familiar with the current conditions that underlie the health or safety emergency in the School District's buildings.
12. **POLICE DEPARTMENT REQUESTS TO ACCESS RECORDED SECURITY CAMERA FOOTAGE.** In the event that criminal action is recorded on security camera footage, a copy of the footage may be released to Police Department personnel, consistent with State and federal law. Requests for access to security camera footage by the Police Department will be directed to the Director of Business Services and Operations for review, approval and processing.

13. **STUDENT INTERVIEWS.** Board Policy 7:150, *Agency and Police Interviews*, and administrative procedure 7:150-AP, *Agency and Police Interviews*, are incorporated into this Agreement and must be followed at all times. Within its standard operating procedures, the Police Department will include training for officers about this policy and procedure, along with information about how to access the School District's policies and procedures.

Before detaining and questioning a student who is on school grounds and who is seventeen years of age or younger and who is suspected of committing a criminal act, the SRO and Police Department officers must:

- a) Ensure that notification or attempted notification of the student's parent or guardian is made; and
- b) Document the time and manner in which the notification or attempted notification was made.

Before questioning the student about suspected criminal behavior, the SRO and Police Department officers must make reasonable efforts to ensure that the student's parent or guardian is present during questioning. Should the parent or guardian not be present during questioning, the SRO and Police Department officers must 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 questioning. Further, if practicable, the SRO and Police Department officers must make reasonable efforts to ensure that a law enforcement officer trained in promoting safe interactions and communications with youth is present during the questioning.

The above provisions do not apply to circumstances that would cause a reasonable person to believe that urgent and immediate action is necessary to:

- a) Prevent bodily harm or injury to the student or any other person;
- b) Apprehend an armed or fleeing suspect;
- c) Prevent the destruction of evidence; and/or
- d) Address an emergency or other dangerous situation.

See School Code Section 22-85 (105 ILCS 5/22-85).

14. **BODY-WORN CAMERAS (BWCs).** All parties agree that the use of the BWCs by officers must be subject to and in compliance with federal, state, and local regulations regarding the use and operation of BWCs. The Police Department may, if not otherwise prohibited by law, provide to the School District copies of any such filming of students, parents, employees, or others on school property, upon request for such copies by the School District, as a law enforcement record. In the event that the Police Department receives advice that providing a copy of such videos is prohibited, the Police Department agrees to utilize its best efforts to facilitate the availability of the officer(s) that made the video to testify, upon request by the School District, in any 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 Police Department may be considered law enforcement records under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. Section 1232g and 34 C.F.R. Section 99.8) and Ill. School Student Records Act (ISSRA) (105 ILCS 10/2(d)). Any copy of such film or video, if permitted by law to be provided to the School District, may become an educational record of the School District. The Police Department's officers shall at all times recognize and comply with the confidentiality of the student and education records.

15. **SCHOOL CROSSING GUARDS.** The City and School District agree to equally share the costs associated with crossing guards to be providing services at the following locations: Gary's Mill Road (Currier School), Brown/Kenwood (Pioneer School), Ingalton/James (Turner School), National/Elite (Turner School), Joliet/Forest (Gary School), Marcella/Thomas (Wegner School) and Marcella/Westwood (Wegner School). The City will contract with a third party to provide crossing guard services and shall invoice the School District for 50% of those costs on a quarterly basis; the School District shall also reimburse the City for 40% of the cost of a Crossing Guard Supervisor. Said reimbursement shall be made within thirty (30) days of the date of the invoices.

16. GENERAL TERMS

- a) **Preambles.** The preambles to this Agreement are hereby incorporated as if set forth fully herein.
- b) **Term and Termination.** This agreement shall commence on its Effective Date and shall continue in full force and effect until it is terminated. Either party may terminate this Agreement at any time by providing the other party at least thirty (30) days prior written notice of such termination. In addition, the parties may terminate this Agreement by written mutual consent and agreement.
- c) **Entire Agreement.** This Agreement sets forth all the covenants, conditions and promises between the parties, represents the entire agreement between the parties and supersedes all previous communications or understandings whether oral or written. This Agreement may not be amended except by means of a written document signed by authorized representatives of both of the parties.
- d) **Provisions Severable.** In the event any provision of this Agreement or the application of any such provision to any state of facts shall be declared to be illegal, unenforceable, or contrary to the public policy, then such provision or application, as the case may be, shall be null and void but this Agreement, with such provision severed, shall continue in full force and effect as to all other provisions.
- e) **No Assignment and Successors.** No party may assign any rights or duties under this Agreement without the prior express written consent of the other party. This Agreement shall be binding upon the successors of the parties' respective governing boards.
- f) **Compliance with All Laws.** The City and the School District shall at all times observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local governmental agencies which may in any manner affect the performance of this Agreement.
- g) **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois.
- h) **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original but together shall constitute one and the same Agreement.

- i) Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the party 's signs as set forth below the signature of their duly authorized representatives.
- j) Indemnification. To the fullest extent permitted by law, the School District agrees to indemnify and hold harmless the City, its officers, officials, agents, volunteers, and employees, their successors, and assigns, in their individual and official capacities (the "City Indemnified Parties") from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including, without limitation, reasonable attorneys' fees and litigation costs, incurred by the City Indemnified Parties arising out of any activity of the School in performance of this Agreement, or any act or omission of the School or of any employee agent, contractor, or volunteer of the School (collectively the "School Indemnitors"), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the School Indemnitors.

To the fullest extent permitted by law, the City agrees to indemnify and hold harmless the School District, its officers, officials, agents, volunteers and employees, their successors and assigns, in their individual and official capacities (the "School Indemnified Parties") from and against any and all liabilities, loss, Claim, demand, lien, damage, penalty, fine, interest, cost and expense, including, without limitation, reasonable attorneys' fees and litigation costs, incurred by the School Indemnified Parties arising out of any activity of the City in performance of this Agreement, or any act or omission of the City or of any employee agent, contractor, or volunteer of the City (collectively the "City Indemnitors"), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the City Indemnitors.

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF WEST CHICAGO, an Illinois municipal corporation

By: _____

Mayor

Date: _____

WEST CHICAGO ELEMENTARY SCHOOL DISTRICT NO. 33, a body corporate and politic

By: _____

President

Date: _____