

AGREEMENT FOR SCHOOL RESOURCE OFFICER BETWEEN THE CITY OF ROCK ISLAND AND THE BOARD OF EDUCATION OF ROCK ISLAND MILAN SCHOOL DISTRICT NO. 41

2026 – 2027 SCHOOL YEAR

THIS AGREEMENT (“Agreement”), is made and entered into by and between the City of Rock Island, municipal corporation (“**Rock Island**”), and the Board of Education of Rock Island-Milan School District 41, Rock Island County, Illinois, (“**District**”) (collectively, the “**Parties**”).

WITNESSETH

WHEREAS, both the 1970 Illinois Constitution (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation; and

WHEREAS, Section 1-7(A)(8) and 5-905(1)(h) of the Juvenile Court Act, Sections 10-20.14, 10-21.7, 10-27.1 A&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 Board and Rock Island believe that having a police officer, properly trained in juvenile justice programs, assigned to Rock Island High School (“**High School**”) will facilitate a more personal relationship between law enforcement agents and students; assist in educational programs; deter juvenile crime; and promote the safety and security of students, staff, and the school premises; and

WHEREAS, the Board wishes to have available the services of a police officer from Rock Island who will act as a School Resource Officer in the Rock Island High School maintained by the School District; and

WHEREAS, Rock Island is willing to provide a police officer to act as a School Resource Officer in the Rock Island High School maintained by the School District in exchange for the payment referenced in this School District; and

WHEREAS, the School District and Rock Island are entering into this Agreement for the purposes of promoting safety and a positive school culture for staff, students, and families; enhancing understanding and trust between students and law enforcement; promoting school participation and completion by students; facilitating appropriate information sharing; and informing the Parties’ collaborative relationship to best serve the school community;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement and other good and valuable consideration, the School District and Rock Island agree as follows:

I. MISSION AND AUTHORITY

- A. **Mission Statement, Goals, and Objectives.** This mission of this Agreement, and specifically the assignment of a School Resource Officer, is to support and foster the safe and healthy development of all students in the School District through strategic and appropriate use of law enforcement resources and with the mutual understanding that school participation and completion is indispensable to achieving positive outcomes for youth and public safety.

The Parties are guided by the following goals and objectives (the “**Goals and Objectives**”):

- i. Foster a safe and supportive school environment that allows all students to learn and flourish regardless of race, religion, national origin, immigration status, gender, disability, sexual orientation, gender identity, emergent bilingual, and socioeconomic status.
- ii. Promote and maintain a strong partnership and lines of communication between the School District and police personnel and clearly delineate their roles and responsibilities.
- iii. Establish a framework for principled conversation and decision making by the School District and police personnel regarding student misbehavior and students in need of services.
- iv. Promote the safety and security of students, staff, and the school premises.
- v. Ensure that school personnel and School Resource Officer have clearly defined roles in responding to student misbehavior and that school administrators are responsible for code of conduct and routine disciplinary violations.
- vi. Minimize the number of students unnecessarily out of the classroom, arrested at school, or court involved.
- vii. Promote and maintain personal relationships between students and law enforcement agents such that students and community members see the law enforcement agents as a facilitator of needed supports as well as a source of protection.
- viii. Provide requirements and guidance for training including School Resource Officer training required by law and consistent with best practices, and training for school personnel as to when it is appropriate to request School Resource Officer intervention.
- ix. Outline processes for initiatives that involve the School Resource Officer and school personnel, such as violence prevention and intervention and emergency management planning.

- x. Offer presentations and programming to the school focusing on criminal justice issues, community and relationship building, and prevention, health, and safety topics.

B. School District Authority Over the Educational Environment.

Collaboration between the School District and Rock Island and respect for the important role each party plays in connection with our community's youth are essential to the success of the mission of both Parties. Rock Island recognizes the responsibility and authority of the School District to manage the educational environment, including, but not limited to, disciplining students for violations of the Student Code of Conduct. The SRO shall not issue a fine, fee, ticket, or citation to a student as a school-based disciplinary consequence or for a municipal code violation on school property during school hours, during school-related events or activities, or while taking school transportation. The School District recognizes that discretion regarding whether to investigate or charge a student or other individual with an ordinance, criminal, or traffic violation lies with law enforcement officials. Both Parties understand the privacy protections of federal and state law in the disclosure of student records. The School District may refuse disclosure requests by Police Officials without a warrant, court order, or other exception enumerated by the Illinois School Student Records Act, 105 ILCS 10/, and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

II. THE SCHOOL RESOURCE OFFICER PROGRAM

A. **Selection of School Resource Officer.** The School District, through Rock Island High School Administration, and Rock Island Police Department will work collaboratively to select one School Resource Officer. Rock Island will provide to the School District qualified police officers who are in good standing with Rock Island and with the following desired qualifications for review:

- i. Illinois Certified Police Officer;
- ii. Attended a 40-hour Basic School Resource Officer training class (to be obtained within 6 months of start of assignment);
- iii. A current certificate of completion of the Illinois Law Enforcement Training and Standards Board SRO Course or ILETSB approved waiver within one year of the SRO's assignment;
- iv. Trained on working with students with disabilities to ensure appropriate and effective interactions that support their educational and behavioral needs;

- v. Trained in gang resistance and alcohol/drug resistance curricula based on grade level assignments(s);
- vi. Verbal, written, and interpersonal skills including public speaking; and
- vii. Knowledge of, and experience in, matters involving cultural diversity.

Rock Island shall assign to the School District the police officers mutually agreed upon by the School District and Rock Island to act as the School Resource Officer.

- B. Criminal Background Checks.** The School District shall initiate criminal background checks of officers prior to assignment at the School District. Rock Island agrees to make all potential School Resource Officer candidates available to the School District for fingerprint-based criminal background checks in accordance with Section 10-21.9 of the Illinois School Code. 105 ILCS 5/10-21.9. The School Resource Officer may not begin an assignment at the District until a fingerprint-based criminal background check in accordance with Section 10-21.9 of the Illinois School Code is initiated and 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 have been completed. Rock Island 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.
- C. Relationship.** The School Resource Officer shall remain an employee of Rock Island and will at all times abide by all personnel rules of Rock Island and the applicable Collective Bargaining Agreement. As an employee of Rock Island and not the School District, the School Resource Officer shall not be entitled to any benefits that the School District provides to its employees. Rock Island shall be fully responsible to the School Resource Officer for the payment of all employee compensation and benefit obligations.
- D. Supervision.** As an employee of Rock Island, the School Resource Officer shall be subject to the chain of command of Rock Island Police Department. When serving in the role of School Resource Officer, he/she shall coordinate and communicate with the Principal or Principal's designee regarding daily activities. The School Resource Officer shall ensure that the Principal remains aware of material interactions and information involving their work, including, but not limited to, arrests and searches of students' persons and property that occur on School District property, at School District activities or events, and on School District transportation.

In the event that the School District believes that the School Resource Officer or Rock Island has failed to abide by the terms and conditions of this Agreement or the rules and regulations of the School District, the Principal shall notify Rock Island Police Department and the Superintendent (and/or designee) of what the Principal believes to be the specific problem(s) or complaint(s). The Chief of Police or the direct supervisor of the School Resource Officer at the Rock Island Police Department, the Principal, and/or the Superintendent (and/or designee) shall meet and cooperatively discuss a resolution of any issues which may be the source of such specific complaint(s) or problem(s) and endeavor to find a mutually agreeable solution. If the specific problem(s) or complaint(s) raised by the Principal is or are not remedied within ten (10) days of the date of the aforesaid meeting, the Principal or designee may request and Rock Island will take additional action to remedy the complaint(s) or problem(s) or the Principal or designee may request a new School Resource Officer and work cooperatively with the supervisor or Chief of Police to appoint a new School Resource Officer in accordance with Subsection A. of Section "The School Resource Officer."

In the event that the School Resource Officer believes that the Principal is failing to abide by the expectations of this agreement, the School Resource Officer shall meet with the principal. If issues continue, the Chief of Police, Superintendent, School Resource Officer, and Principal shall meet and cooperatively discuss a solution.

- E. Scope of Duties.** The scope of the School Resource Officer's duties and responsibilities is set out in Exhibit A, which may be changed or redefined at any time when agreed upon in writing by both the Rock Island Police Department and Principal or the Principal's designees. The School Resource Officer shall not serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers. The Principal or School District administrators shall be responsible for student code of conduct violations and routine disciplinary violations that do not require a law enforcement response. The School Resource Officer shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior. The School Resource Officer must conduct him/herself in a professional manner and must maintain the highest level of respect and integrity within the school community. The School Resource Officer must maintain a caring attitude towards students and remain sensitive to the problems of students and staff in the school environment. The School Resource Officer shall read and understand the policies concerning student behavior and the student code of conduct for both the School District and Rock Island High School. The School Resource Officer shall be responsible for investigating and responding to criminal misconduct.

The position of School Resource Officer is a staff liaison position and is considered an integral part of the pupil personnel services of the high school. Specifically, the position is a part of the Student Affairs Office under the

immediate supervision of Rock Island High School Administration, and in this relationship the School Resource Officer's duties (non- criminal) are under the authority and responsibility of the Principal of Rock Island High School.

- F. **Schedule.** The School Resource Officer shall be assigned at the School District by the first day of the fall of 2026 semester and ending on the last day of student attendance in the spring 2027 semester as detailed on the School District calendar. The School Resource Officer's working hours shall span from 7:30 a.m. to 3:30 p.m. each day that school is in session unless otherwise noted in the School Calendar or by the School District Administration.

The Rock Island Police Department shall not be required to assign an alternate officer to the school due to absences from sickness of the assigned officer, approved paid leave, training, court requirements, or other department related duties. The Rock Island Police Department may assign an alternate officer to fill in for the assigned officer basing its consideration on current staffing levels and qualifications of officers available to fill in as an alternate.

- G. **Evaluation of the Program.** The School Resource Officer 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 each School Resource Officer, with a collaborative performance appraisal process involving Rock Island and School District officials. This performance evaluation is separate from the evaluation of the School Resource Officer by the Rock Island Police Department. Interim performance assessments may be conducted as needed or required. The review shall consider each School Resource Officer's efforts to prevent unnecessary student arrests, citations, court referrals, and other use of police authority. The review shall also assess: (i) the extent of the School Resource Officer's positive interactions with students, parents/guardians, and staff; (ii) the School Resource Officer's participation in collaborative approaches to problem solving, prevention, and de-escalation; and (iii) contributions to achieving the mission, purposes, goals, and objectives of this Agreement. Unsatisfactory job performance will be the subject of immediate review and problem solving among the Supervisor and Superintendent, which may include appointing a new School Resource Officer in accordance with this Agreement.

Each year, the Superintendent or designee, and the Police Chief or designee, shall set goals for the School Resource Officer Program and agree on methods to monitor progress toward the established goals (e.g., data, surveys). At least once each year, the Superintendent or designee, and the Police Chief or designee, will meet to evaluate the School Resource Officer Program with respect to the goals and may revise Exhibit A to address the goals. At least once a year, the Principal or their designee and the Chief of Police or their designee shall meet to discuss and evaluate the Program.

- H. **Data Collection and Programming.** The Parties agree that by no later than July 1, 2027, the Parties shall reach agreement on procedures to document the number of students in grades 9-12 referred to the Police Department, including the SRO, 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.
- I. **Feedback and Complaint Resolution Process.** The Parties shall develop and implement a simple and objective feedback and complaint resolution system for all shareholders and members of the school community to submit questions, comments and constructive feedback and register concerns that may arise with respect to the School Resource Officer or the School Resource Officer Program. The system shall comply with Rock Island and School District policies and shall provide for timely communication of the resolution of the complaint to the complainant. The system shall also allow parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the School Resource Officer consistent with the School Resource Officer's due process rights and any applicable employment protections.
- J. **Cost.** The School District shall reimburse Rock Island for seventy (70) percent of annual salary, benefits, and police squad expenses of the School Resource Officer, and Rock Island shall pay thirty (30) percent of the School Resource Officer's annual salary, benefits, and police squad expenses. The total annual salary, benefits and police squad expenses for the School Resource Officer are \$168,069.71, subject to change by a duly authorized amendment to this Agreement. The School District shall also be responsible for paying all overtime accrued due to requesting the School Resource Officer's presence at any function that falls outside the normal operation hours of the school, such as, but not limited to, sporting events, dances, or other extracurricular activities.

K. Reciprocal Reporting and Student Records

- i. **Reciprocal Reporting.** Rock Island and the School District shall share information as obligated and/or restricted by law, including without limitation Sections 10-20.14 (105 ILCS 5/10-20.14) and 22-20 (105 ILCS 5/22-20) of the School Code of Illinois, as amended, and Sections 1-7 (705 ILCS 405/1-7) and 5-905 (705 ILCS 405/5-905) of the Juvenile Court Act of 1987, as amended, and as set forth in the Reciprocal Reporting Agreement between the School District and Rock Island.

ii. Reporting by Police Officials to School Officials. 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, law enforcement officials will share law enforcement records with School District officials that relate to any offenses or suspected offenses with respect to a minor enrolled in one of the School District's schools who is the subject of an ongoing investigation directly related to school safety or who has been taken into custody or arrested when police officials believe 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 and sharing the information will not (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.

iii. Student Records.

1. The Parties agree that all student, personnel, medical, and School District-related business records generated by School District employees or students are the property of the School District. The Parties agree to comply with all State of Illinois and federal laws, including the Illinois Mental Health and Developmental Disabilities Confidentiality Act, 740 ILCS 110/1 et. seq., the Illinois School Student Records Act, 105 ILCS 10/1 et. seq., the Health Insurance Portability and Accountability Act of 1996, the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g), and all rules and regulations governing the release of student, personnel, and medical records.
2. For purposes of the Illinois School Student Records Act, 105 ILCS 10/1 et. seq., and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g), the School Resource Officer shall be considered a school official and agent of the School District. As such, the School Resource Officer shall have access to student records only as necessary for the fulfillment of his/her duties as prescribed in this Agreement. The School Resource Officer shall keep all student records confidential unless disclosure is authorized by State and federal law.
3. Consistent with Section 10/2(d) of the Illinois School Student Records Act, reports of the School Resource Officer 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), the School Resource Officer designated to work with the School District pursuant to this Agreement shall be considered a law enforcement unit of the school such that the records created by School Resource Officer for the purpose of law enforcement shall not be considered educational records.

L. Rock Island Access to Images from School District Digital Cameras.

- i. Provision of Digital Camera System Software. The School District shall provide the Rock Island Police Department with the necessary software in order to enable the Rock Island Police Department to view real time and recorded images created by the School District digital cameras on Rock Island Police Department computers. Rock Island shall use reasonable and good faith efforts to enter into any required software license agreement with the vendor of the software at Rock Island's sole cost.
- ii. Limited Viewing. Individuals authorized to view images created by the School District digital cameras shall be limited to the Rock Island Police Department Police Chief; Rock Island Police Department employees authorized by the Chief or, in the absence of the Chief, the Chief's designee; and Rock Island's IT employees and IT contractors authorized by the Chief of Police, or in the absence of the Chief of Police, the Chief of Police's designee (collectively, "Authorized Viewers"). Rock Island shall not permit any individual, including Authorized Viewers, to view images created by the School District digital cameras on a routine basis. Authorized Viewers shall only view real time or recorded images created by the School District digital cameras when viewing is:
 1. Necessary or prudent, as determined by Rock Island, for the Rock Island Police Department to deter or protect against an imminent and substantial threat that is likely to result in significant bodily harm or damage to School District Property;
 2. Necessary or prudent for training purposes, with advance notice of the date, time, and purpose to the School Principal or designee; or
 3. Consented to by the School District for investigative purposes.
- iii. Limited Retention. The School District's digital images are automatically recorded and maintained for a limited time period. Rock Island 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. Rock Island will provide notice to the Superintendent of such extended maintenance.

- iv. Freedom of Information Act. If Rock Island receives a Freedom of Information Act request for any School District digital images, Rock Island shall immediately notify the School District and work in good faith with the School District before responding to the Freedom of Information Act request.
- v. School Student Records. The images created on the School District's digital cameras are created for security purposes and are therefore not school student records as defined by Section 2 of the Illinois School Student Record Act, 105 ILCS 10/2, and Section 375.10 of title 23 of the Illinois Administrative Regulations, 23 ILADC 375.10. Such images may, however, become school student records if subsequently used by the School District in a student disciplinary matter.

The School District shall notify the Rock Island Police Chief of any recordings that become school student records. Rock Island shall, if permitted by law, erase any images that Rock Island has retained that have become school student records, unless such images are part of an active or reasonably contemplated police investigation into actual or suspected criminal activity.

Any images that Rock Island maintains that have become school student records must be kept strictly confidential and only disclosed:

1. With approval of the Superintendent of the School District or the Superintendent's designee;
2. In the case of an emergency as defined in Section 375.60 of title 23 of the Illinois Administrative Regulations, 23 ILADC 375.60; or
3. In good faith consultation with the Superintendent of the School District or the Superintendent's designee and in accordance with the Illinois School Student Records Act. 105 ILCS 10/6.

M. Use of Body Worn Cameras by Rock Island Police Officers on School District Property.

- i. Law, Cooperation and Authority. The Law Enforcement Officer-Worn Body Camera Act (50 ILCS 706/10-1 et. seq.) was recently enacted into law enabling police officers to utilize body worn cameras ("BWC") in certain situation. Rock Island and District recognize both the merit and potential problems that may arise from a School

Resource Officer's use of a BWC while on District property.

The Parties agree to cooperate fully, to execute all supplementary documents, and to take all additional actions which are consistent with and which may be deemed necessary or appropriate to give full force and effect to the basic terms and intent of this section of the Agreement (Section II.K). The Parties acknowledge that each Party shall bear their own cost and expenses incurred to comply with these terms.

- ii. Body Worn Camera General Usage. During the school day, the School Resource Officer shall not activate his/her body worn camera except in the following situations:
 - 1. 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;
 - 2. 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;
 - 3. 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;
 - 4. As otherwise required by state law.
- iii. Body Worn Cameras in Interviews. When interviewing a crime victim or witness of an investigation who is a student, the School Resource Officer will make all reasonable attempts to notify a parent or guardian and the High School Principal (and/or designee) of the student that the interview shall be or has been recorded, and document the time and manner of the parental notification, unless in the opinion of the School District emergency or exigent circumstances exist requiring otherwise that prevent such notification. Reasonable attempts include visiting the residence listed with the School Directory, contacting all parents and guardians identified in the School Directory via telephone and email, and making attempts to leave messages at all listed telephone numbers. If the School Resource Officer has a reasonable, articulable suspicion that a victim or witness has committed or is in the process of committing a crime, the School Resource Officer, unless impractical or impossible, must indicate on the recording and in his/her report the reason for recording despite the request of the victim or witness and/or the parent/guardian of the victim or witness not to record the interaction.

- iv. **Prohibited Uses of Body Worn Cameras.** The body worn camera shall not be activated when the School Resource Officer is communicating with an individual in an area where a person has a reasonable expectation of privacy, such as bathrooms, locker rooms, the nurse's office, a school counselor's office, or a school social worker's office, unless the School Resource Officer is engaged in a law enforcement-related encounter or activity. Exceptions may be made by the School Resource Officer in emergency or exigent circumstances.

The body worn camera shall not be activated when the School Resource Officer is engaged in community caretaking functions, such as:

1. Conversations with students and staff that are unrelated to the investigation of a crime;
 2. 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;
 3. Informal and relationship-building conversations with students, staff, parents, and visitors as part of the School Resource Officer's duty to provide a daily visible police presence and amicable collaboration; and
 4. Discussions and presentations by the School Resource Officer to students and staff for instructional purposes.
- v. **Notice to School District of Recording.** The School Resource Officer will notify the Rock Island School Principal or their designee of any recording made in the course of his/her duties as School Resource Officer. Any recording created by a body worn camera is a law enforcement record, not a school student record. Upon request of the School District, and if not prohibited by law, Rock Island Police Department will provide the District copies of any video of students, parents, employees, or others on school property. A video that is shared with the School District may become a school student record. Rock Island Police Department will comply with all applicable laws and policies related to the release of video recordings, including but not limited to the Law Enforcement Officer-Worn Body Camera Act, 50 ILCS 706; the Juvenile Court Act, 705 ILCS 405/1-7; and the Freedom of Information Act, 5 ILCS 140. Rock Island Police Department will notify the School District point of contact prior to a student(s) or District employee.

- vi. Limited to School Resource Officer. The provisions in this section of the Agreement shall only apply to the School Resource Officer or an officer acting in the capacity of the School Resource Officer while conducting duties as the School Resource Officer; it shall not apply to other law enforcement officers from Rock Island Police Department or any other law enforcement agency.

III. GENERAL TERMS

A. Term and Termination

- i. Term. This Agreement shall immediately take effect on the date of the last signature, shall be in full force and effect for a period of one year thereafter.

Thereafter, this agreement may be renewed if acceptable to both Parties.

- ii. Termination. Either party may terminate this Agreement at the end of any month during the term of this agreement by giving thirty (30) days' prior written notice of such termination. In addition, the Parties may terminate this Agreement at any time by mutual written agreement.

- B. **Relationship of the Parties.** Nothing in this Agreement shall be construed to consider any party, or its respective employees or agents, as the agents or employees of the other party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between Rock Island and the School District. No party shall become bound, with respect to third parties, by any representation, act, or omission of the other party. This Agreement is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.

C. Indemnification.

- i. School District. To the fullest extent permitted by law, the School District agrees to indemnify and hold harmless Rock Island, its officers, officials, agents, volunteers, employees, and their successors and assigns, in their individual and official capacities (the "**Rock Island Indemnified Parties**") from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorney's fees and litigation costs, incurred by the Rock Island Indemnified Parties arising out of any activity of the School District in performance of this Agreement, or any act or omission of the School District or of

any employee, agent, contractor, or volunteer of the School District (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.

- ii. Rock Island. To the fullest extent permitted by law, Rock Island agrees to indemnify and hold harmless the School District, its Board and its members, employees, volunteers, agents, their successors, and assigns, in their individual and official capacities (the “**School District 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 Rock Island in performance of this Agreement, or any act or omission of Rock Island or of any employee, agent, contractor, or volunteer of Rock Island (the “**Rock Island Indemnitors**”), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the Rock Island Indemnitors.
- iii. Defenses Under the Tort Immunity Act. Nothing contained in any provision of this Agreement is intended to constitute a waiver of the defenses available to the School District or Rock Island under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.
- iv. Worker’s Compensation. Notwithstanding the indemnification obligations provided in Subsection C of Section III “General Terms” of this Agreement, for the purposes of this Agreement, any injury incurred by the School Resource Officer for which that School Resource Officer would be entitled to benefits under the worker’s compensation statutes of this State shall be the obligation of the Rock Island, and the School Resource Officer shall, at all times, be considered, for worker’s compensation purposes, to be an employee of Rock Island. Each party shall bear its own costs for workers’ compensation and employee benefits, unless otherwise noted in this Agreement.

D. Insurance Requirements.

Each party to this Agreement shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of this Agreement.

- i. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability – Occurrence form; names the other party as additional insured on a primary and non-contributory basis. Coverage must be included for sexual abuse and molestation.
 2. Automobile Liability; names the other party as additional insured on a primary and non-contributory basis.
 3. Police Professional Liability/Errors and Omissions policy; names the other party, its President and Board, Board members, and employees as additional insured on a primary and non-contributory basis.
 4. Workers’ Compensation as required by Illinois statutes and Employer’s Liability Insurance.
 5. Umbrella or Excess Liability policy; provides follow form coverage to the above-listed policies.
- ii. Minimum Limits of Insurance. Each party shall maintain limits no less than:
1. Commercial General Liability: \$1,000,000 per occurrence with a \$3,000,000 aggregate for bodily injury, personal injury, and property damage.
 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Professional Liability: \$1,000,000 per occurrence with a \$3,000,000 aggregate liability limit for errors and omissions, professional/malpractice liability.
 4. Workers’ Compensation and Employer’s Liability: Workers’ Compensation statutory limits as required by the Labor Code of the State of Illinois, and Employers’ Liability limits of \$1,000,000 Each Accident/\$1,000,000 Disease – Each Employee/\$1,000,000 Disease – Policy Limit.
 5. Umbrella or Excess Liability Coverage: \$5,000,000 per occurrence limit with a \$5,000,000 aggregate.
- iii. Deductibles and Self-Insured Provisions. A party’s obligations hereunder may be satisfied through a self-insurance trust or pool maintained by that party or its affiliates.
- iv. Other Insurance Provisions. The policies are to contain, or be

endorsed to contain, the following provisions:

1. All Coverages. Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the other party.
 2. Certificate of Insurance. Upon request, each party shall furnish the other party with Certificates of Insurance evidencing the coverage required by this Agreement, that are signed by a person authorized by that insurer to bind coverage on its behalf. Each party reserves the right to request and require the other party to provide full, certified copies of the insurance policies.
 3. In the event of the expiration of the policy period for any one or more of the insurance policies, the insured party shall promptly furnish the other party with current Certificates of Insurance evidencing its continued coverage as required by this Agreement.
- E. **Complete Agreement.** This Agreement amends and supersedes the any and all prior Agreements signed between the Parties and sets forth all covenants, conditions, and promises between the Parties. There are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement.
- F. **Amendments and Modifications.** This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly signed by an authorized representative of each Party.
- G. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- H. **Assignment.** Neither party hereto may assign its respective rights or duties hereunder.
- I. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.
- J. **Exhibits.** Exhibit A is incorporated into and made part of this Agreement.
- K. **Interpretation.** Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative words or other

genders. Words importing the singular shall include the plural and vice versa unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligation of such person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms and conditions of this Agreement.

- L. **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.
- M. **Compliance with All Laws.** Rock Island and the School District shall observe and comply with the laws, ordinances, regulations, codes of Federal, State, and County agencies that may in any manner affect the performance of this Agreement.
- N. **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 enforces any provision of this Agreement, even a provision whose enforcement would benefit the nonparty.
- O. **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.
- P. **Corporate Authority.** Each party represents and warrants that the person whose name appears on the signature page below is or has been delegated the lawful and corporate authority to enter into this Agreement on behalf of that party. Following initial approval of this Agreement by the Rock Island Board and the School District Board and except for amendment of this Agreement, the City Manager and the Principal, or their designees, shall have authority to execute and do all actions contemplated to be done by Rock Island and the School District respectively under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their property officers duly authorized to execute the same.

ROCK ISLAND-MILAN SCHOOL BOARD OF EDUCATION DISTRICT NO. 41
and CITY OF ROCK ISLAND

By: _____
Name: Jason Roesler
Title: Board of Education President

By: _____
Name: Todd Thompson
Title: City Manager

EXHIBIT A

Duties and Responsibilities of School Resource Officer

The Rock Island police officer assigned to the School District as its School Resource Officer shall have the duties and responsibilities outlined in this Exhibit.

The SRO **shall not** issue a fine, fee, ticket, or citation to a student as a school-based disciplinary consequence or for a municipal code violation on school property during school hours, during school-related events or activities, or while taking school transportation.

Educational Responsibilities

1. Work cooperatively with administrators and staff to plan and schedule appropriate student lessons based on grade level assignment(s) in topics including, but not limited to, gang/violence and drug/alcohol resistance education.
2. Provide training to staff on the role of the School Resource Officer as well as on topics of interest and importance to the staff related to the School Resource Officer's expertise.
3. Work collaboratively with administrators to arrange and participate in parent/community education sessions.

School Resource Officer Responsibilities

1. Promote a positive, mutually respectful relationship and enhance communications between police officers, students, staff, and parents at the School District.
2. Be available to students, staff, parents, and school community organizations as a resource.
3. Interact with students as a positive role model.
4. Collaborate on a regular basis with administrators, keeping clear lines of communications with designees identified by the Principal on a daily basis. This shall include, but not be limited to, apprising the Principal and School District Administrators of criminal and non-criminal situations encountered, current crime trends, problem areas, or other areas of concern which have potential for disruption in the school or within the community.
5. Collaborate with Student Services personnel to identify behaviorally at-risk students, establish a working relationship with such students, and develop interventions to prevent delinquent behavior. This includes troubled, delinquent, neglected, or abused students.
6. Assisting, when requested, with inspections and searches and testifying at suspension review and expulsion hearings.
7. Become familiar with the attendance area of the Rock Island High School in terms of delinquency patterns, trouble spots, neglect of children who are students of the school, and other related problems.
8. Coordinate with School District officials in making necessary incident and situational referrals to other agencies. Any matters that concern a student's

immigration status shall be handled in a manner consistent with District procedures.

9. Accompany Rock Island High School personnel on home visits, as requested.
10. Participate when requested in the School District review of safety plans and the conducting of school safety drills.
11. Facilitate communication between the Rock Island Police Department and the School District, including ensuring the regular and proper collection and reporting of data regarding school-based arrests, citations, and court referrals of students, as well as other measures that may assist Rock Island and the School District in evaluating the performance of the School Resource Officer and the success, fairness, and effectiveness of the Program.
12. Playing a role in lockdown, searches, evacuation and other drills.
13. Providing supervision when present at extracurricular and athletic events, including school dances, games, and other events.
14. Serving as a resource from time to time for specific classroom instruction, including such things as gang education, substance abuse prevention, applicable laws, the rights of citizens interacting with police, the consequences of arrests, and related matters.
15. Maintain familiarity with the School District Code of Conduct.
16. Attend disciplinary meetings with students and parents only upon request by School District administration.
17. Serve as consultant to the School District in matters of crime prevention, law enforcement, community youth services and other related matters.
18. Develop and maintain familiarity with community delinquency patterns, trouble spots, and other community problems.
19. Assist in preventing truancy, in processing truancy cases, and in making home visits when requested.
20. Assist in the supervision of extracurricular activities, as requested.

Security Responsibilities

1. Maintain a high level of visibility during school entrance and dismissal times as well as during passing periods.
2. Assist with supervision of co-curricular school activities both at home and away, as requested.
3. Meet with administrators to advise them of potentially violent situations and to plan for the safe resolution of those situations.
4. Follow building and School District behavior policies and refer all matters of school discipline to the proper administrator.
5. Provide protection to students, staff, and the school from theft, vandalism, assault, and other violations of the law.
6. Assist staff in the event of an emergency.
7. Supervise parking lots and automobile traffic near the school and prevent loitering and trespassing on school property when requested to do so.
8. Check for unauthorized persons in and around School District premises and assist School District officials in handling incidents involving persons trespassing and committing criminal acts on School District Property.

General

1. Perform duties in street clothes, except on those occasions when, in the judgment of the Rock Island High School Principal or his/her designated representative, the standard police uniform would be more appropriate. If the Rock Island High School Principal or his/her designee wants the School Resource Officer to wear his/her uniform, the Principal or designee shall notify the Officer or the Officer's supervisor at least 24 hours in advance of the request approved by the Chief of Police or designee.
2. Carry his/her service weapon, badge, handcuffs and handcuff key, two spare ammunition magazines, taser, mace, expandable baton/ASP, body worn camera, portable radio, flashlight, tourniquet, and latex glove holder.
3. Assume responsibility for finding a substitute when absent. An officer with previous high school and/or middle school experience (including co-curricular activities) will be provided whenever possible.
4. Participate in periodic training through the Illinois School Resource Officers Association, National Association of School Resource Officers, or similar organizations.
5. Proactively work with school personnel to prevent crime on school grounds, protect students and staff and provide a safe and secure school environment. This includes, but is not limited to, patrolling the school and grounds, monitoring pedestrian and monitoring vehicular traffic on school grounds.
6. For purposes of the Rock Island Police Department, the officer reports directly to the supervisor at the Rock Island Police Department or, in his/her absence, to the Chief of Police.
7. For purposes of the Rock Island High School, the School Resource Officer reports directly to the Principal and works as a member of the Student Services Team.
8. Participate in all in-service training and certification requirements that apply to all certified officers of the Rock Island Police Department.