

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
BOARD OF EDUCATION OF
CENTRAL COMMUNITY UNIT SCHOOL DISTRICT NO. 301,
COUNTY OF KANE,
AND
KANE COUNTY SHERIFF'S OFFICE**

This Intergovernmental Agreement is made this 21st day of July, 2025 by and between the Board of Education of Central Community Unit School District No. 301 ("School Board" or "District"), the County of Kane ("County"), and the Kane County Sheriff's Office ("Sheriff" or "Sheriff's Office").

WITNESSETH:

WHEREAS, the School Board operates Central High School ("Central High School") in the boundaries of the County and the Sheriff's jurisdiction; and

WHEREAS, pursuant to the relevant Illinois statutes, the County funds the Sheriff's Office and the Sheriff operates the Sheriff's Office; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, provide that units of local government and school districts may contract with one another to perform any activity authorized by law; and

WHEREAS, the County, the Sheriff, and the School Board are public agencies pursuant to Section 2 of the *Intergovernmental Cooperation Act*, 5 ILCS 220/2; and

WHEREAS, the County, the Sheriff, and the School Board have previously entered into an Intergovernmental Agreement regarding the assignment of a sheriff's deputy officer employed by the Sheriff to perform the duties of a School Resource Officer ("SRO") at Central High School; and

WHEREAS, the School Board desires to have the services of a sheriff's deputy at Central High School as a School Resource Officer; and

WHEREAS, pursuant to Section 10-20.14 of the *School Code* (105 ILCS 5/10-20.14), school districts are encouraged to create memoranda of understanding with local law enforcement agencies that clearly define law enforcement's role in schools; and

WHEREAS, pursuant to Section 10-20.68 of the *School Code* (105 ILCS 5/10-20.14), the assignment of a law enforcement officer to a school as a school resource officer shall be included in a memorandum of understanding between a school and municipality; and

WHEREAS, the County, the Sheriff, and the School Board have determined it to be in the best interests of all parties to enter into this Agreement.

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

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. Term, Termination, and Renewal. The Term of this Agreement will commence on the date it is executed by both Parties and will terminate on June 30, 2028. Upon commencement of the Term of this Agreement, the prior Intergovernmental Agreement between the Parties for the provision of an SRO program for the 2022-2025 schools ("Prior Agreement"), and the Intergovernmental Agreement dated May 19, 2025, extending the Prior Agreement through October 31, 2025, are hereby terminated. This Agreement may be extended by mutual written agreement of the Parties or terminated by any Party for convenience upon thirty (30) days' written notice to all Parties.

Prior to an extension of this Agreement, the School District shall obtain community and stakeholder input on the SRO program. The Parties shall then meet prior to renewal to conduct a review and evaluation of the SRO program, considering any community and stakeholder input.

3. Assignment and Selection of the SRO. The officer appointed will have at least three years of experience, with a demonstrated interest and potential for working with and counseling teenagers. The officer will be expected to develop and implement a broad agenda consistent with the job duties stated on Exhibit A. The qualifications for the SRO shall be further detailed in Exhibit B. The District has the right to refuse the officer selected for the assignment, or to request the reassignment of the SRO after his/her appointment by the Sheriff, however, if the selected officer is refused or if the District requests his/her reassignment, the Sheriff's Office cannot guarantee there will be enough manpower to reassign another officer.

4. Employment of the SRO. The Sheriff shall assign an officer from the Sheriff's Office to act as SRO. This assignment will be based upon the available resources of the Kane County Sheriff's Office. When possible, the Sheriff will assign the SRO to the District for a 40 hour week. To help ensure mutual accountability between the public bodies, the Sheriff, or his/her designee, will inform the District prior to making any adjustments to the SRO's work week. The SRO shall remain an employee of the Sheriff and shall be subject to the administration, supervision, and control of the Sheriff, except as such administration, supervision, and control is subject to the terms and conditions of this Agreement. The Sheriff shall at all times be considered the SRO's employer and shall retain direction and control of the work and conduct of the SRO and shall be solely responsible for payment and provision to the SRO of salary any other benefits, including overtime (except as otherwise provided herein), to which the SRO is entitled as an employee of the Sheriff. The Sheriff is responsible for making necessary tax and other withholdings from the SRO's pay, and for making all necessary tax and other employment-related payments and filings. The Sheriff shall also maintain payroll, attendance, and performance evaluation records of the SRO. The SRO shall be covered by the Sheriff's worker's compensation insurance.

Because the SRO is an employee of the Sheriff, the Sheriff's Office, in consultation with the District Superintendent or its representative, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO.

5. Compensation. The School Board agrees to pay the Sheriff's Office half of the actual cost of the SRO's employment, based on wages, benefits and the cost of general liability and worker's compensation insurance. This will be calculated on an hourly basis and billed to the District based on the actual amount of hours the officer works for the district. The District will also be responsible for any overtime pay if the officer works in excess of a 40 hour work week for the District. The District will be invoiced in May, or when SRO duties are completed for the year. The invoice will be based on the time sheets provided by the SRO to the Sheriff's Office. The invoice shall be paid within 60 days. Half of the hourly rate of pay, inclusive of benefits, shall be \$46.65 per hour. Any overtime must be approved in writing by the Sheriff's Office prior to the officer providing overtime hours, except in the case of an emergency. Overtime pay is calculated as 1 ½ times the officer's regular hourly rate of pay, without benefits. The District agrees to pay the Sheriff's Office half the overtime rate of pay, without benefits, or \$41.35, for any overtime work performed. These rates of pay shall apply for the 2025-2026 and 2026-2027 school years. For the 2027-2028 school year, if the Sheriff determines that the rates of pay require a change based on the wages of personnel assigned to the SRO position and any increases in the cost of the benefits earned by the SRO, the Sheriff shall give written notice to the District of a proposed change in the rates at least sixty (60) days prior to the SRO performing any work at the new rate, and the parties will then negotiate any change in the rates. In the absence of a Sheriff request for a change in rates, the rates applicable to the first two school years under this Agreement will continue to apply during the 2027-2028 school year. The SRO shall be subject to all other personnel policies and practices of the Sheriff's Office, except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

6. Chain of Command and Regular Meetings. The SRO reports directly to the Sergeant of Investigations. In the event the SRO is to be absent from work, the SRO shall notify both the Sergeant of Investigations and the Principal (or designee) of Central High School. The SRO shall meet regularly with the Principal, at which time the SRO shall be prepared to recap matters recently handled by the SRO, to summarize upcoming and outstanding matters, and to provide the Principal with a schedule of the SRO's activities. In the event the Principal anticipates discussing a significant performance issue with the SRO, he/she will invite the Sergeant of Investigations to attend the meeting.

7. SRO Work Schedule. Based on the availability of staff at the Sheriff's Office, the SRO shall generally provide services to Central High School on student attendance days from 7:15 a.m. to 3:15 p.m., or any adjusted start/end time schedule followed by Central High School. The SRO will not provide services outside of regular school hours, or during school holidays, except for prom, homecoming, and graduation events ("Special Events"). It shall be at the sole discretion of the Sheriff's office if the SRO is to provide services for Special Events as part of his or her regular 40 hour work week or as overtime hours. For law enforcement services outside of regular school hours, except for the SRO's appearance at Special Events, the District will schedule a special detail with the Sheriff's Office, according to the standard practices of the

Sheriff's Office regarding special details. The cost of special details, including traffic control if necessary, is \$84.00 per hour, with a two hour minimum per detail.

8. Duties of the SRO and Referral Data Reporting.

- a. **Duties of the SRO.** The SRO shall perform the duties described in Exhibit A. The SRO shall keep to a minimum any one-on-one meetings with students, and shall, at all times when meeting with students, keep a door open or a window uncovered. The SRO may begin investigations of criminal matters arising out of his/her duties as the SRO, but the Sheriff's Office will assume responsibility for the investigation as soon as practicable. In accordance with the *School Code* Section 10-22.6 (105 ILCS 10-22.6), the SRO is prohibited from issuing tickets or citations for municipal code violations as a school-based disciplinary consequence and from issuing tickets for municipal code violations on school grounds during school hours or while taking school transportation.
- b. **Referral Data Reporting.** At the regular meetings between the SRO and the Principal outlined in Paragraph 6 above, the SRO and Principal will review and confirm documentation of the "referrals to law enforcement" as defined in *School Code* Section 2-3.206 (105 ILCS 5/2-3.206) made to and by the SRO to support the District's disaggregated data reporting requirements under that Code section.

9. Orientation. Prior to the beginning of the school year, the District and the Sheriff, or his/her designee, shall coordinate so as to allow the SRO to attend a one-day orientation provided by the District, at a mutually convenient time. The orientation will cover topics such as student records, the student handbook, Board policies relevant to the SRO's duties, a tour of the facilities, and work expectations.

10. Training. The SRO shall receive the necessary training to be certified as a juvenile officer under the *Juvenile Court Act*, (705 ILCS 405/1-3(17)) as well as a school resource officer as required by the *School Code* (105 ILCS 5/10-20.68) and as set forth in the *Illinois Police Training Act* (50 ILCS 705/10.22), including specific training on working with students with disabilities to ensure appropriate and effective interactions that support their educational and behavioral needs, and shall receive renewal trainings required to maintain the foregoing certifications as well as such additional trainings as may later become required for Illinois school resource officers. This and any other SRO training required by law, such as firearm recertification training, shall be at the expense of the Sheriff. The Sheriff shall provide to the District: 1) a certification of the SRO's completion of juvenile officer training, and 2) either a certification of completion by the SRO of the school resource officer training (and copies certifying completion of all renewal trainings) or a letter of approval for a training waiver for the assigned SRO issued by the Illinois Law Enforcement Training Standards Board under the *Illinois Police Training Act*. The District shall arrange to include the SRO in the Crisis Prevention Intervention ("CPI") training it offers to its employees.

The District may request that the SRO attend additional relevant trainings during regular school hours at its expense. The District may also request the SRO to attend additional relevant trainings outside of regular school hours, subject to his/her availability, also at its expense, and with the prior written authorization of the Sheriff's Office. Such training may include but are not limited

to, use of opioid antagonists, implementation of Board policies, and the District's regulations and procedures. For training held during non-typical work hours, the District will provide the SRO with as much advanced notice of the requested training as possible, but in no event less than two (2) weeks' notice.

11. Evaluation and Discipline. Annually, on a form provided by the Sheriff's Office, the Principal shall complete an evaluation of the SRO. The Principal's evaluation shall consider, but is not limited to the following factors: professionalism, completeness, attendance and demeanor. The Sheriff's Office will consider the Principal's input, but shall make the final determination of the contents and rating issued for the SRO's evaluation. In the case that the Officer is subject to internal investigation and/or discipline for a personnel matter arising from work performed in the capacity of a deputy officer, the Sheriff's Office will provide the District with information regarding the process, to the extent such information is relevant to the District and disclosure is allowed by the collective bargaining agreement. In the case that the Officer is subject to internal investigation and/or discipline for a personnel matter arising from work performed in the capacity of an SRO, the District and the Sheriff's Office shall cooperate with one another in the best interests of the public.

12. Dress Code. The SRO shall be required to wear a Sheriff-issued uniform and must at all times wear a protective vest.

13. Supplies and Equipment. The Sheriff will provide the SRO with a squad car and a standard issue firearm and rounds of ammunition. The District will provide the SRO with the usual and customary office supplies and forms required in the performance of his/her duties. In addition, the SRO shall be provided a private office within Central High School that is accessible by the students. The SRO shall also be provided a computer and access to a printer and fax machine for confidential intelligence sharing.

The SRO may carry firearms while on District property in compliance with law and Sheriff's Office protocol. Firearms may be stored on District property within a locked Sheriff's Office vehicle or within a school building in accordance with protocols set forth in **Exhibit D**, which protocols may be revised from time to time by agreement of the District Superintendent and the Sheriff.

The SRO shall be equipped with a body-worn camera (BWC) provided by the Sheriff for utilization during the course of official SRO duties when on District property, as required by law. Use of the BWC shall be pursuant to the protocols set forth in **Exhibit C**.

14. Booking Stations Prohibited. In accordance with Section 10-20.64 of the *School Code*, 105 ILCS 5/10-20.64, there shall be no student booking station established or maintained on the grounds of the school.

15. Compliance with Board Policies and Procedure. The SRO shall comply with applicable School Board policies and procedures in the course of his/her duties, and any other operating procedures that are agreed upon by the Parties.

16. Access to Education Records. The Parties acknowledge and agree that all student, personnel, medical, and District-related business records generated by District employees or students shall be the property of the District. The Parties agree to comply with all state and federal laws, including, but not limited to, the *Illinois School Student Records Act*, the *Illinois Mental Health Act*, the federal *Family Educational Rights and Privacy Act*, *HIPAA*, the *Illinois Personnel Records Review Act*, and all rules and regulations governing the release of student, personnel, and medical records. To the extent the SRO has access to student records to perform his/her duties, he/she shall not divulge such records to any person or entity who is not a party to this Agreement without the District's consent or as permitted or required by law. The Parties acknowledge and agree that all records generated and maintained by the SRO in connection with the performance of services under this Agreement shall be the property of the Sheriff and shall not be student records. Notwithstanding the foregoing, the Parties shall comply with the Reciprocal Reporting Agreement entered into by the District and the Sheriff, as may be amended by the Parties from time to time. Moreover, notwithstanding the termination of this Agreement for any reason, the confidentiality provisions of this paragraph will continue in full force and effect following such termination.

17. Mutual Indemnification. The District shall indemnify and hold the County and the Sheriff and their officers and employees harmless from any and all losses, costs, demands, damages, actions or causes of action, arising out of, proximately caused by or incurred by reason of any of negligent acts or omissions of the District and its employees related to this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1 *et seq.*, or otherwise provided by law.

The County and the Sheriff shall indemnify, defend and hold the District, its individual Board members and employees harmless of and from any and all losses, costs, demands, damages, actions or causes of action, arising out of, proximately caused by or incurred by reasons of any negligent act or omission by the SRO, or breach of this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1 *et seq.*, or otherwise provided by law.

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

Sheriff: Kane County Sheriff's Office
Attn: Sheriff Ronald Hain
37W775 IL RT 38
St. Charles, IL 60175

County: Kane County Board
Attn: Board Chair
719 South Batavia Avenue
Building A
Geneva, IL 60134

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District: Office of the Superintendent
Central Community Unit School District 301
Attn: Superintendent
275 South Street
P.O. Box 369
Burlington, IL 60109

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

19. Complete Understanding and Amendments. This Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof, with the exception of the 2023-2027 Reciprocal Reporting Agreement entered into by the District and the Sheriff as of August 29, 2023, and any successor agreement. No modifications, amendments, or waiver of any provision hereto shall be valid and binding unless in writing and signed by all Parties.

20. Successors and Assigns. This Agreement shall be binding upon, apply and inure to the benefit of each Party and their respective legal representatives, successors and assigns.

21. Governing Law. This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois.

22. Authority to Execute. Each signatory hereto represents and warrants that he/she has the proper and necessary corporate authority to execute this Agreement and bind his/her entity to the terms and conditions of this Agreement.

23. Waiver. The failure of either party to demand strict performance of the terms and conditions of this Agreement on any one occasion shall not be deemed a waiver to demand strict performance on any future occasion.

24. Counterparts. This Agreement may be executed in multiple original counterparts, each of which shall constitute an original document, and all of which in the aggregate shall constitute one and the same agreement.

-SIGNATURE PAGE FOLLOWS-

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
CENTRAL COMMUNITY UNIT
SCHOOL DISTRICT NO. 301**

Signed:

By: _____

Its: Board President _____

Date: _____

Attest:

By: _____

Its: Board Secretary _____

Date: _____

**KANE COUNTY SHERIFF'S
OFFICE**

Signed:

By: _____

Its: _____

Date: _____

COUNTY OF KANE

Signed:

By: _____

Its: _____

Date: _____

EXHIBIT A

DUTIES OF THE SRO

The duties of the SRO, include, but are not limited to the following:

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

1. Be present on school grounds with the full authority and responsibility of a Kane County Sheriff's Officer;
2. Be available to students, faculty, and School organizations as a resource;
3. Serve as a referral source for students and their families, administrators, staff and faculty concerning various community support services, including:
 - a. family counseling services;
 - b. drug and alcohol treatment facilities;
 - c. psychological services; and
 - d. other services/agencies which may be appropriate under given circumstances.
4. Follow building and District behavior policies, defer to school administration for school disciplinary issues and enforcement of student handbook and policies. Refer students for further law enforcement processing when there are threats to school safety or serious school-based criminal conduct that cannot be safely and appropriately handled by the school's internal disciplinary procedures or as required by law and making such other consultations or reports as may be required by law for law enforcement officers and officials, including, but not limited to, clear and present danger reporting under the *Mental Health and Developmental Disabilities Act*;
5. Work with District Administration and teaching staff to make presentations to students or teachers on issues as requested by the District (e.g., internet safety, drug education, conduct, counseling and preventative discipline, and restorative justice). For a new topic that has not been the subject of previous presentations, preapproval of the Sheriff's Office will be sought;
6. Patrol school property, as time allows, to aid in creating a safer environment for students, staff, and faculty;
7. When feasible, the SRO is encouraged to maintain a high level of visibility during school entrance and dismissal times as well as during passing periods;
8. Participate, advise and consult in the annual review of the school's emergency and crisis response plan, protocols, and procedure, including procedures regarding the school district's threat assessment team pursuant to Section 25 of the *School Safety Drill Act*,

- 105 ILCS 128/25, the district's cardiac response plan, and law enforcement rapid entry protocols, and serve as the law enforcement representative on the District threat assessment team pursuant to 105 ILCS 128/45;
9. Meet with school administrators to advise them of potentially dangerous situations and assist them in planning for the safe resolution of those situations;
 10. Observe and assist the District with the annual law enforcement drill to address a school shooting incident as required by the *School Safety Drill Act*, 105 ILCS 128/20(c);
 11. Enforce State and Local criminal laws and ordinances and to take appropriate action in response to violations of the law;
 12. Work cooperatively with other law enforcement agencies, including neighboring law enforcement entities, to fulfill the duties described hereunder;
 13. Serve as a liaison between the School and the Sheriff's Office;
 14. Prepare necessary records and reports as requested by the Sheriff and the District;
 15. Provide information, records, and testimony when the SRO is directly involved in an incident and when requested by the District administration for student expulsion proceedings with the advanced written permission of the Sheriff's Office, unless prohibited by State or Federal law;
 16. Comply with District health protocols; and
 17. Comply with the Section 22-88 of the *School Code*, 105 ILCS 5/22-88, prior to detaining and questioning a student on school grounds who is under 18 years of age and who is suspected of committing a criminal act, provided that the parties understand that Section 22-88 provides that such requirements do not limit the authority of the SRO to make an arrest on school grounds and do not apply to circumstances that would cause a reasonable person to believe that urgent and immediate action is necessary to do any of the following:
 - 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.
 - d. Address an emergency or other dangerous situation.
 18. In accordance with Section 10-22.6 of the *School Code*, the SRO is prohibited from issuing tickets or citations as a school-based disciplinary consequence or for a municipal code violation on school grounds during school hours or while taking school transportation.
 - 19.

EXHIBIT B

QUALIFICATIONS OF THE SRO

1. Have three years of experience as a sworn law enforcement officer;
2. Be certified as a school resource office as required by the *School Code* (105 ILCS 5/10-20.68) and as set forth in the *Illinois Police Training Act* (50 ILCS 705/10.22);
3. Be certified as a juvenile officer under the *Juvenile Court Act* (50 ILCS 705/10.22);
4. Have acceptable employee evaluation reflecting fitness for this position, and acceptable personnel file entries, including no significant disciplinary history;
5. Have strong verbal, written, and interpersonal skills, including public speaking;
6. Be able to function as a strong role model for students in the District;
7. Possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and Board policies and regulations;
8. Be capable of conducting in depth criminal investigations;
9. Possess an even temperament and set a good example for students; and
10. Maintain firearm proficiency.

EXHIBIT C

OFFICER-WORN BODY CAMERA PROTOCOLS

1. The SRO shall be equipped with a body worn camera (BWC) provided by the Sheriff and shall utilize the BWC during the course of their official duties when on District Property, as required by law. An SRO's wearing and use of the BWC shall comply with the *Law Enforcement Officer-Worn Body Camera Act*, 50 ILCS 706/10-20 *et seq.*, the Law Enforcement Training Standard Board's guidelines, and the Sheriff's written policies.
2. The responsibilities of the SRO in the schools consist mainly of the performance of non-enforcement related activities, including community caretaking, educational, and other non-law enforcement activities contemplated in the IGA. As such, the SRO's BWC will normally remain in an inactivated (buffering) mode unless responding to calls for service or engaged in any law enforcement-related encounter or activity.
3. If a BWC is activated for any reason during a school day, the SRO shall provide verbal notice of recording as required by law and shall promptly notify the applicable school principal or administrator of its activation as soon as practicable.
4. All recordings made by such BWC shall constitute and be construed as records created and maintained by the Sheriff and all recordings resulting therefrom shall be retained and maintained by the Sheriff as required by law.
5. Any inspection, copying, or disclosure of BWC recordings with the appropriate school official or officials shall comply with any and all applicable laws, including the *Juvenile Court Act of 1987*, 705 ILCS 405/1-7(A)(8).
6. The Sheriff's Office shall notify the Superintendent promptly if a recording taken on District property with the SRO's body camera is "flagged" in conformance with Section 10-20 of the *Law Enforcement Officer-Worn Body Camera Act*, 50 ILCS 706/10-20(a)(7)(B).
7. The Sheriff's Office shall notify the Superintendent prior to releasing to the public or any third party any recording from the SRO's body camera taken on District property for reasons including but not limited to a *Freedom of Information Act* request.

EXHIBIT D

PROTOCOLS FOR STORAGE OF LAW ENFORCEMENT FIREARMS

ON DISTRICT PROPERTY

The School Resource Officer may store firearms on school property in a safe provided by the District located in the School Resource Officer's office at the school to which the SRO is primarily assigned. The SRO may store in such safe one or more firearms, including a rifle, and associated ammunition (together "firearms") in accordance with the following protocols:

1. The safe will be accessible via code with additional physical key access. Only the SRO, the Sheriff, and the Sheriff's designee will have access to the safe.
2. The firearms will be accessible only to the School Resource Officer and any sworn and qualified law enforcement officer of the County.
3. The School Resource Officer may remove the firearms from the school premises for maintenance, training or replacement. The firearms will be transported in a concealed manner to minimize disruption, which transport shall occur during non-school hours when possible.

Exhibit D Protocols for Storage of Law Enforcement Firearms--History

Dated: _____

Revised: _____

Signed by:

District Superintendent: _____ Date: _____

Sheriff: _____ Date: _____

FOIA NOTICE: The District and County agree that these Exhibit D protocols constitute security measures and response policy/procedures designed to prevent or respond to potential threats or attacks constituting a clear and present danger to the school community. As such, these protocols may be withheld from disclosure in response to a FOIA request pursuant to 5 ILCS 140/7(1)(v) and other applicable provisions, and the Parties agree to withhold these protocols from FOIA responses unless directed otherwise by the Attorney General or a court.